

Manumission with *Paramone*: Conditional Freedom?

ABSTRACT: A common view holds that slaves freed on condition of *paramone* were juridical halfings, legally half-free, half-slave. This paper argues that this view is based on a misunderstanding of the Greek sources, mainly epigraphic; that the intermediate or hybrid juridical state of conditional freedom is a modern invention; that the evidence for manumission in the Greek world suggests overwhelmingly that polities constructed liberty and slavery as a binary pair, rather than poles on a spectrum.

“Next to paganism, the institution of slavery is probably the most difficult feature of ancient life for a modern student to understand.”¹ Manumission with it. From Delphi alone, some 1000 inscriptions attest to over 1200 manumissions (ca.200 BC-ca.100 AD).² Inscriptions from Boiotia, Phokis, Thessaly, Macedonia, Bouthrotos, Kalymna, Lemnos, and elsewhere offer hundreds more. Scholarly attention has fallen heavily on Delphi, where manumission is held to have worked roughly as follows. A slave somehow acquired enough money to purchase freedom. But since the slave was legally incapable of contracting the purchase, it, its owner, and the god engaged in a sham sale wherein the slave entrusted the sale (and funds) to Apollo, who bought the slave. This ‘sale’ in effect freed the slave. In roughly a third of known cases, the former slave was subject to *paramone*. This obliged her to ‘remain’ in service to her manumittor, in semi-slavery, free to go and yet required to remain in a state of conditional or partial freedom. Service was usually to conclude upon the former master’s death, at which point the freedperson left this state of semi-slavery and became properly free.

Westermann and Finley “used this intermediate stage of conditional release to create the concept of a spectrum of statuses between slave and free. This idea seems now,” Hopkins could write in 1981, “to have won general acceptance among ancient historians and has undermined the old, strict dichotomy, slave-free.”³ A generation later, acceptance is widespread. A valuable monograph articulates a graded

spectrum of statuses in Classical Athens.⁴ A rich, comprehensive study of Greek manumission, the first such in English, concludes uncontroversially that:

Manumission inscriptions that include *paramone* clauses and other conditions reflect the ambiguous status of manumitted slaves. The freed persons remained with their manumitters, served them as slaves, and were liable to corporal punishment and to revocation of their manumission should they fail to do as ordered. On the other hand, they were given their freedom, protected against re-enslavement by their manumitters' heirs or any other person, and had the right to go wherever and do whatever they wished. Whatever we choose to call them—half-free, half-slave, both free and slave—it is obvious that slaves with deferred manumission were in state of servile dependence on their manumitters.⁵

“[A] man who has been a slave is freed, but his freedom is partly withdrawn in the same action in which it is given to him;”⁶ he was welcome to go but required to stay, untouchable but subject to beating, free but not really. Slaves became “the nominal property of the god, with the understanding that Apollo would make no use of his right of ownership” so that “the right of ownership was transferred, by default, to the slaves themselves, who were then in possession of themselves—that is, free.”⁷ The sale was not a sale, the manumission not a manumission, for freedom somehow arose from purchaser's waiver of rights. A slave but not really. “The juridical situation is confused, and the concrete circumstances belong somewhere in between slavery and liberty.”⁸ Bloch saw less confusion, suggesting briefly that since those who performed *paramone* were constrained in their movements, could be beaten, lacked property rights, and were generally deprived of family, they may simply have been slaves.⁹ But that view won no ground, and most have taken for granted the fundamental weirdness of the mechanism.¹⁰ The author of a forthcoming corpus of Delphic manumissions (*CID V*) notes that *paramone* “manifeste une certaine ambiguïté, puisque le statut juridique de l'affranchi se trouve en contradiction avec la réalité de sa situation.”¹¹

This paper suggests that the law and the reality of manumission with *paramone* were simpler and more compatible than scholars have credited; that there were no juridical halflings, half-free, half-slave or otherwise; that the conditionally freed slave, as understood, is a modern invention.

Delphic Slave Sales

Let's begin with the Greek of these heavily formulaic texts.¹² Sale without *paramone* could be simple (e.g. *SGDI* II 1825):

- ἄρχοντος Ἀνδρονίκου μηνὸς Ἑραίου, βουλευόντων τὰν πρώταν ἐξάμηνον Εὐαγόρα, Καλλιμάχου τοῦ
Βαβύλου, γραμ-
ματεύοντος Εὐαγγέλου τοῦ Σωδαμίδα, ἐπὶ τοῖσδε ἀπέδοτο Κλευπάτρα, Νικαρχίδας, Ἀριστόκληα τῷ
Ἀπόλλωνι
τῷ Πυθίῳ σῶμα γυναικεῖον αἱ ὄνομα Σωσιπάτρα τὸ γένος Σύραν, τιμᾶς ἀργυρίου μνᾶν τριῶν,
4 καὶ τὰν τιμὰν ἔχοντι πᾶσαν, καθὼς ἐπίστευσε Σωσιπάτρα τῷ θεῷ τὰν ὥνάν, ἐφ' ᾧτε ἐλευθέραν
εἶμεν καὶ ἀνέφαπτον ἀπὸ πάντων τὸν πάντα βίον, ποιέουσιν ὅ κα θέλη καὶ ἀποτρέχουσιν ἃ κα θέλη.
βεβαιωτὴρ κατὰ τοὺς νόμους τᾶς πόλιος· Ἑμμενίδας Καλλία. μάρτυροι· οἱ ἱερεῖς τοῦ Ἀπόλλωνος
Ἀμύντας,
Ταραντῖνος καὶ οἱ ἄρχοντες Εὐαγόρας, Καλλίμαχος, Εὐάγγελος, ἰδιῶται Μένης, Μνασίθεος, Εὐάγγελος
Πάτρωνος,
8 Δέξιππος, Τιμόκριτος.

... [2] On the following conditions Kleupatra, Nikarchidas, and Aristoklea sold to Apollo Pythios a female slave, whose name is Sosipatra, Syrian by birth, for a price of three minas of silver, and they have the full price, according as Sosipatra entrusted the purchase to the god, on condition that she be free and untouchable by all for all her life, doing whatever she wishes and departing wherever she wishes. ...

Many sales stipulated the universal right to rescue any freedperson to whom someone laid wrongful claim (*FD* III.2 126):

- ἐπὶ τοῖσδε ἀπέδοτο Ζένων
Σωσιξένου, συνευδοκεούσας καὶ τᾶς γυναικὸς αὐτοῦ Καλλοῦς καὶ τοῦ υἱοῦ Σωσιξένου, τῷ Ἀπόλλωνι
τῷ Πυθίῳ
4 σῶμα γυναικεῖον αἱ ὄνομα Ἀπολλωνία, καὶ παιδάριον ὧι ὄνομα Φίλων, τὸ γένος ἐνδογενεῖς, τιμᾶς
ἀργυρίου
μνᾶν πέντε, καὶ τὰν τιμὰν ἔχει πᾶσαν. βεβαιωτὴρ κατὰ τοὺς νόμους τᾶς πόλιος· Νικίας Βαβύτρα, ἐφ'
ᾧτε
ἐλευθέρους εἶμεν Ἀπολλωνίαν καὶ Φίλωνα καὶ ἀνεφάπτους ἀπὸ πάντων, ποιούντας ὅ κα θέλωντι
καὶ ἀποτρέχοντας οἷς κα θέλωντι. εἰ δέ τις ἐφάπτοιτο Ἀπολλωνίας ἢ Φίλωνος ἐπὶ
καταδουλισμ[ῶι]
8 κύριος ἔστω ὁ παρατυχὼν συλέων ὡς ἐλευθέρους ὄντας, ἀζάμιος ἐὼν καὶ ἀνυπόδικος
πάσας δίκας κα[ὶ]
ζαμίας.

... [5] Warrantor in accordance with the laws of the city: Nikias son of Babutras. (Sold) on condition that Apollonia and Philon be free and untouchable by all, doing whatever they wish and departing wherever they wish. If anyone should lay

hands on Apollonia or Philon with a view to enslavement, then he who happens to rescue them on grounds that they are free shall have authority (to do so), being immune to penalty and unliable to any action and penalty.

Some also declared the obligation of the seller and warrantor to furnish the wrongful claimant with a clean title (e.g. *FD* III.2 130).

βεβα[ιωτήρ· Βα]β[ύλος Ἀνδρομένε]ος, κα-

- 8 θῶς ἐπίστευσε Εἰράνα τῷ θεῷ τὰν ὦνάν, ἐφ' ᾧ τε ἐλε[υθέρᾳ εἶμ[εν καὶ ἀνέφαπτο]ς ἀπὸ πάντων τὸν πάντα βίον, ποιοῦσα ὅ κα θέλη, καὶ ἀποτρέχου[σα] {ν} ἅ κα θέληω. εἰ δέ τις] ἐφάπτοιτο ἐπὶ καταδουλισμῷ Εἰράνας, **βέβαιον παρεχόντω τὰν ὠ[νὰ]ν τῷ θεῷ ἃ τε ἀποδομένα Δαμῶ καὶ ὁ βεβαιωτὴρ Βαβύλος**· ὁμοίως δὲ καὶ ὁ παρατυχὼν [κ]ύριος ἔστω συλέων Εἰράναν ὡς ἐλευ-
12 θέραν οὔσαν, ἀζάμιος ὢν καὶ ἀνυπόδικος πάσας δ[ί]κας καὶ ζαμίας.

... [9] If anyone should lay hands on Eirana with a view to enslavement then both the seller, Damo, and the warrantor, Babylos, shall warrant the purchase (lit. furnish the purchase as secure) for the god ...

A number of observations can be made. Though we call these texts ‘manumission inscriptions’ or ‘fictive sales,’ they present themselves as records of sale.¹³ After the dating formula, they almost always begin with “ἐπὶ τοῖσδε ἀπέδοτο” or simply “ἀπέδοτο.” Statement of price and acknowledgement of receipt of payment are standard.¹⁴ Sellers and warrantors are to warrant the god’s purchase.¹⁵ The blanket extension of legal immunity to anyone who happens to rescue a freedperson to whom someone laid unlawful claim was not trivial. With no identity card to protect her, a freedperson under duress had to rely on the help of others, who might not risk it. The Delphic sales made it easier to assist. This was a powerful protection. It is noteworthy that sellers and warrantors are not obliged to attest to the manumission or legal state of the person who had been sold. This would be curious if ancient actors thought of these as ‘manumission inscriptions.’ But that oddity vanishes if witnessing the sale did not necessarily mean witnessing the manumission, that is, if manumission followed, as a distinct act. This, I suggest, is what happened.

In these texts, freedom is framed as a stipulation of sale but manumission is not said to be an automatic or immediate result of the transaction’s initiation. Scholars often interpret the phrase ἐφ' ᾧ τε ἐλευθέραν εἶμεν as effecting liberty upon initiation of the sale or else as indicating that liberty exists

already.¹⁶ But this misconstrues the Greek; ἐπὶ plus the dative often voiced a required future action, stipulated a condition or provision. We are certain of that use here, since a great many of the sales followed precisely the same form, but used ὥστε with the same provisional sense.¹⁷ On this point of syntax, and in their general form, the Delphic sales followed a well attested pattern. Compare a fourth-century lease, which begins with a dating formula, then indicates that several individuals “let according to the following conditions” (κατὰ τὰδε ἐμίθωσαν) several structures for 54 drachmas per year, “on condition that (the lessee) pay” (ἐφ’ ὧτε διδόν|αι) the rent in two instalments.¹⁸ The basic structure was the same:

| <i>IG II² 2496</i> | <i>SGDI II 1825</i> |
|--|---|
| κατὰ τὰδε ἐμίθωσαν | ἐπὶ τοῖσδε ἀπέδοτο |
| lessors / e.g. τὸ ἐργαστήριον / lessee | seller / purchaser / e.g. σῶμα γυναικεῖον |
| δραχμῶν <i>N</i> | τιμᾶς ἀργυρίου μνᾶν <i>N</i> |
| ἐφ’ ὧτε διδόναι | ἐφ’ ὧτε ἐλευθέραν εἶμεν |

The infinitive ‘to be’ in the Delphic sales no more declared a contemporary fact or action than διδόναι did. It referred to a status to be achieved as one stipulation of the contract, something that “is to” come about. This prospective, future, sense of the infinitive is found in innumerable legal instruments; polities decreed that X is to be the case, and so on. This is the backbone of Greek legal utterance, the syntax with which words made facts. The lessee rented land on condition that he then pay. The god purchased a slave on condition that s/he then be free. These texts named freedom as a pre-condition to full execution of the contract, but the words ἐφ’ ὧτε ἐλευθέραν εἶμεν did not themselves manumit anyone.

Manumission was a witnessed formal pronouncement, sometimes private, often public.¹⁹

Required words may have been few.²⁰ At Delphi, freedom was framed as a condition of sale, with the result that no transaction could be final until a legal person freed the slave. That person could only be the new owner, and that was Apollo. Thus, when someone sold Apollo a slave on condition of freedom, the

expectation and requirement, I urge, was that the god's agent would then speak the words, formally effecting the manumission and thereby completing the terms of the contract. Money changed hands, the god took possession, and then he freed the slave. The last probably took no more than a few seconds. It was not inscribed and did not need to be. The sale enumerated the terms of the slave's path to freedom; the sale estopped claims against a freedperson's liberty; anyone who wanted to contest such a freedman's liberty would have to face the purchaser, the god; the sale was the thing to record.

Whatever other stipulations were attached to the sales, the requirement to remain, *paramone*, could be added, as in, e.g., *FD III.1 303*:

ἐπὶ τοῖσδε ἀπέδοτο Μνασίμαχος Ἀν-
τιμάχου Φυσκεὺς τῷ Ἀπόλλωνι τῷ Πυθίῳ σῶμα ἀνδρεῖον παιδάριον, ᾧ ὄνομα Ἀγαθο-
4 κλῆς, γένει Φυσικόν, τιμᾶς ἀργυρίου [μ]νᾶν πέντε, καὶ τὰν τιμὰν ἀπέχει πᾶσαν, καθὼς ἐ-
πίστευσε τῷ θεῷ τὰν ὦνᾶν Ἀγαθοκλῆς ἐφ' ᾧ τε ἐλεύθερος εἴμεν καὶ ἀνέφαπτος
ἀπὸ πάντων τὸν πάντα χρόνον. παραμινάτω δὲ Ἀγαθοκλῆς Μνασιμάχῳ πάντα τὸν
τᾶς ζωᾶς αὐτοῦ χρόνον· εἰ δὲ μὴ ποιέοι, ἐξουσίαν ἔχέτω Μνασίμαχος ἐπιτιμέων Ἀ-
8 γαθοκλεῖ τρόπῳ ᾧ κα θέλῃ, καὶ ἄλλος ὑπὲρ Μνασίμαχον ὅν κα κελεύσῃ. ἐπεὶ δὲ κά τι
πάθῃ ἀνθρώπινον Μνασίμαχος, ποιησάτω τὰ ποτὶ τὰν ταφὰν πάντα, καθὼς ἔθος ἐσ-
τίν, Ἀγαθοκλῆς, καὶ ἔστω ἐλεύθερος, μηδενὶ μηδὲν ποθήκων κατὰ μηδένα τρ[όπο]ν.

On the following terms Mnasimachos son of Antimachos, of Physkos, sold to Apollo Pythios a male slave boy, whose name is Agathokles, Physkian by birth, for a price of five minas of silver, and he has the full price according, as Agathokles entrusted the purchase to the god on condition that he be free and untouchable by all for all time. But Agathokles shall remain by Mnasimachos for the entire duration of his (Mnasimachos') life. If he should not do so, then Mnasimachos shall have power to punish Agathokles in whatever manner he wishes, and so shall another person on Mnasimachos' behalf, whomever he bids. But whenever Mnasimachos dies, Agathokles shall perform everything for the burial, as is the custom, and he shall be free, belonging to no one at all in any way.

Now, on the consensus interpretation, Mnasimachos sold Agathokles, on the condition that he (*sc.*

thereby and immediately) became free; but that he was then to serve Mnasimachos (*sc.* in a state of

semi-freedom); and that upon Mnasimachos' death (*sc.* the semi-free) Agathokles was to become (*sc.*

really) free. But if the formula ἐφ' ᾧ τε ἐλεύθερος εἴμεν indicates sale on condition of subsequent

freedom,²¹ as Greek suggests, then we need not resort to such heavy interpolation, just to render a kind

of sense that most agree is paradoxical. On a much simpler reading, Agathokles was sold on condition of

later manumission, but he was required first, as a slave, to ‘remain’ with and obey his former owner, upon whose death, and not before, he was to become free. The sale contract did not itself enact manumission, but defined, as a condition of execution, the future event that would trigger it. Moreover, as we saw above, the freed slaves’ autonomy of movement and action was stipulated even in cases of sale without *paramone*, which tells us that this protection applied not to those who served under *paramone* but to those who had already completed their servitude and were now free. Thus, some sales clarify that the protection is to apply “after [the original owner] has died”²² or “if anyone lays hands on [him] with a view to enslavement, after the time has elapsed,”²³ that is, as other sales put it, “after *paramone*,” or “whenever [the former owner] dies.”²⁴ Protection prior to that was explicitly extraordinary: one sale requires seller and warrantors to warrant the purchase “if anyone lays hands on Epimeles with a view to enslavement, after Ageson has died, or even before” (ἢ καὶ πρότερον).²⁵ Protection offered ‘even before’ manumission was a rare kindness.

Several dozen Delphic sales stipulate that failure to perform *paramone* will render the purchase invalid and unaccomplished.²⁶ If manumission is a condition of sale and *paramone* a condition of manumission, then no sale was complete until *paramone* was; failure to ‘remain’ meant that the sale was unaccomplished and the slave simply abided in his current physical and legal position, a slave, under ownership and control of his original owner. A sale from Naupaktos spells this out very clearly. Mikkion sold his slave Philoxenos to Asklepios. The record of sale indicates that “Philoxenos shall remain with Mikkion, so long as Mikkion lives, doing what is ordered. But if he does not so do, then the purchase shall be unaccomplished (ἄτελής). But if Mikkion dies, then at that time the purchase shall be binding (κυρία).”²⁷ There was to be no binding sale, and so no manumission, until the former owner’s death, which opened the door to manumission and, thus, full execution of the contract. The Delphic sales do not stipulate that failure to remain was to invalidate the manumission, for manumission was the final action to be performed as a condition of sale. So long as the former owner lived, there was no

manumission to invalidate. It does not appear to have been noted that grammar bears this out. The vast majority of Delphic sales that stipulated *paramone* signaled so with an aorist imperative (παραμ(ε)ινάτω, -άτωσαν);²⁸ this demanded full and prior completion of one act, before progress to the next.²⁹ First, let a slave serve and be done with it (παραμεινάτω); then, let her commence being free (ἔστω).³⁰

Consensus confounds the procedural order of these transactions, which were simpler than we have thought: slaves were sold to a new owner, Apollo, whom they left under a requirement to ‘remain’ in prescribed service, as slaves, to their former owners, under threat of corporal punishment, to which all slaves were liable, and on the revocable condition that they be free upon completion of service to their former master, usually upon his or her death. Confusion is understandable, for the formulaic clauses in these documents are not always presented in the same order. Sometimes the texts treat the rights to warrant the sale and to rescue a freedman from re-enslavement before they stipulate *paramone*. Even if this order is inconsequential,³¹ “The protection clauses seem to present a paradox: while still obligated to their manumittors, the manumitted slaves were legally, but not practically, free and could not use the means of protection inserted in their manumission document.”³² See e.g. *FD* III.3 45:

- ἀ[πέδοτο Εὐφροσύνα – –]
- [..]κλέος Θηβαία, συνευαρεστεύσ[ας καὶ τᾶς θυγατέρος(?)]
- 4 [αὐ]τᾶς Εὐνοίας, τῶι Ἀπόλλωνι τῶι Πυθίῳ[ι]
τὰν ἰδίαν θρεπτὰν Ἀφροδισίαν δωρεάν, ἐφ’ ᾧ[ιτε ἐλευ]-
θέραν εἶμεν καὶ ἀνέφαπτον ἀπὸ [πά]ντω[ν]. εἰ δέ τις ἐ[φάπ]-
[τ]οιτο Ἀφροδισίας ἐπὶ καταδουλισμῷ, ὁ βεβαιωτὴρ βέ[βαι]-
- 8 ον Μέντωρ Λαιάδα παρεχέτω τῷ θεῷ τὰν ὦνάν, κύριος δὲ ἔστω καὶ ὁ π[α]-
ρατυχῶν συλέων ὑπὲρ τὸν θεὸν ἐλευθέραν οὔσαν [Α]-
φροδισίαν ἀζάμιος ὦν καὶ ἀνυπόδικος [πάσ]ας δίκας[ς]
κα[ι] ζαμίας. παραμεινάτω δὲ Ἀφροδισία Εὐ[φρο]σύνη [ἔως]
- 12 [κ]α [ζ]ῆ ποιούσα τὸ ἐπιτασόμενον πᾶν τὸ δυνατὸν. [εἰ]
δὲ μὴ παραμένοι ἢ μὴ ποέοι τὸ ἐπιτασόμενον, κυ[ρία]
ἔστω Εὐφροσύνη ἐπιτιμέουσα Ἀφροδισία τρόπ[ω]
ᾧ κα θέλη πλὴν μὴ πωλέουσιν. μὴ ἐχέτω δὲ [ἐξ]-
- 16 [ουσί]αν ἀπελθεῖν ἀπὸ Εὐφροσύνης ἔως κα ζ[ῆ]. εἰ δέ[ι]
[κά] τ[ι] πάθοι Εὐφροσύνη. ἐλευθέρᾳ ἔ[στω]

Ἀ[φρ]οδεισία.

Euphrosyne daughter of -kles, Theban, with approval also of her daughter(?) Eunoia, sold to Apollo Pythios her own slave Aphrodeisia, at no cost, on condition that she be free and untouchable by all. If anyone should lay hands on Aphrodeisia with a view to enslaving (her), the warrantor, Mentor son of Laias, shall warrant the purchase by the god, and he who happens to rescue Aphrodeisia, on behalf of the god, on grounds that she is free shall have authority (to do so), being immune to penalty and unliable to any action and penalty. But Aphrodeisia shall remain with Euphrosyna so long as she (Euphrosyna) lives, doing every possible thing that is ordered; but if she should not remain or do what is ordered then Euphrosyna shall have authority to punish Aphrodeisia in whatever manner she wishes, except for selling her. She shall not have the power to leave Euphrosyna so long as she lives. But if Euphrosyna should die, Aphrodeisia shall be free.

But no text tells that freedom preceded *paramone*, and if those who remained were slaves and the protection clauses applied to them only after manumission, then the ‘paradox’ disappears. If the person subject to *paramone* was free then it would have been superfluous to stipulate that the former owner could not punish her with re-sale. A very small number of sales at Delphi permitted not only battery and shackling but even sale as punishment for disobedient remainers.³³ Much more often, they allowed, as Aphrodeisia’s did, any punishment *except* for sale.³⁴ Either way, the contracts could countenance punitive re-sale—whether to bar or in rare cases permit it—first, because the individuals who ‘remained’ in service were slaves and slaves were sellable, and, second, because all parties recognized the reality of the god’s legal standing as owner; one did not sell property to which the god held title without special permission. The slaves who were sold on condition of *paramone* did not ‘remain’ after manumission, but were promised manumission on condition that they ‘remain’ first. As the text above and so many others clearly state, the death of a former master triggered conversion to freedom: εἰ δέ | κἀ | τ[ι] πάθοι Εὐφροσύνα, ἐλευθέρα ἔ[στω] | Ἀ[φρ]οδεισία. Aphrodeisia was to be enslaved until the demise of her former owner and to be free thereafter. Some texts make the point very clearly, indicating that the slave “entrusted the purchase to the god, on condition that [he] be free whenever (his master) Alexon dies. But [he] shall remain with Alexon, doing all that is ordered.”³⁵ We can scarcely ask for a clearer expression of the order of things: first sale, then *paramone*, and finally manumission.

Nevertheless, it is suggested that although the slaves who were sold at Delphi on condition of *paramone* “did this work as ‘free people,’”³⁶

they were presumably not paid and their labor was still conceptualized as servile. This conception is best exemplified by Hellenistic manumission inscriptions, where we find phrases like “let [these freed slaves] remain in *paramonê* service ... doing servile labor [*doul(eu)ontes*] and doing everything ordered blamelessly” and “let her remain in *paramonê* ... doing everything ordered like a slave [*hōs doula*].”

The first quotation translates *FD* III.3 294.8–10, which states that “the aforementioned slaves ... are to remain ..., slaving.” **παραμεινά[τ]ωσαν δὲ Στρατάγωι τὰ προγεγραμμένα [σώματα] Ζωπ[ύρα, Πυκινά, Παρ] | θένα, Διονυσία, Νικίας, Σωκράτης πάντα τὸν χρόνον ἕως κ[α ζῆ Στρατάγ]ος δουλ[εύ] | οντες καὶ ποιῶντες πᾶν τὸ ἐπιτασσόμενον ἀνεγκλήτως.**³⁷ The second is *FD* III.3 329.4–5, and requires that “Eisias is to remain ... doing all that is ordered, as a slave”: **παραμεινάτω δὲ Εἰσιάς [Κλε]ομάν[τει πάν]τα τὸν τᾶς ζ[ωᾶς] [χρ]όνον πᾶν ποιῶσα τὸ ἐπιτασσόμενον πᾶν ὡς δούλα.** The phrase “ποιῶσα ... ὡς δούλα” (‘performing as a slave’) is simply cognate with “δουλ[εύ] | οντες καὶ ποιῶντες” (‘slaving and performing’).³⁸ Whatever promise of future manumission was written into the sale, for the slave, *paramone* meant “slaving nevertheless” (δουλεύ[ων] καθὼς καὶ ὥς).³⁹ The Greek speaks plainly of slave labor, and not slave-like labor performed by slave-like freedpersons.⁴⁰ A number of sales frame this fact quite clearly by declaring the obligation *first* to remain with the aorist participle (e.g. *SGDI* II 1715.4–5): ἐφ’ ὧιτε ἐλευθέρους εἶμεν καὶ | ἀνε[φά]πτους ἀπὸ πάν[των] τὸμ πάν]τα βίον, παραμείναντας ἄχρι κα ζώῃ Ἀγαμήστωρ.⁴¹ The slaves were sold on condition that they be free “after they have remained.” In his will Nikon disposed, “that, if Nikon lives an additional eight years or more, then, if Nikon dies, Dorema shall be free after she has remained (παραμείναςαν).”⁴² *Paramone* meant remaining in service, not despite one’s new freedom, but despite one’s new owner.

Numerous other features of these sales confirm this same pattern, under which slaves owed *paramone* to their former masters and were only manumitted after performance of such. Among the

several dozen releases from *paramone* that are preserved in the Delphic corpus slaves sometimes paid money for early release, sometimes did not,⁴³ but, either way, they were often released from *paramone* “on condition that they be free.”⁴⁴ Theophilos sold Niko “on condition that she be free” and under a requirement to remain;⁴⁵ he later released her from *paramone* “on condition that she be free.”⁴⁶ On the consensus view, then, we have two legal instruments that deploy the same formula to indicate two incompatible constructions of freedom. This would be a bizarre convention. In at least one case, though, early release and release upon death of the former master were explicitly said to generate identical legal states.⁴⁷ In both sale and release the construction simply indicated that freedom was to follow *paramone*. Thus, handful of early releases from *paramone* specify that “from this time forward, [the person] shall be free.”⁴⁸ One sale uses the same expression to describe a slave’s transition to freedom after its master’s death, that is, after performance of *paramone*, *not* after initial conveyance.⁴⁹ Sales that supersede prior sales are also consistent with *paramone* that was conducted in servitude. Telon and Kleto sold Sosos on condition that he be free; “but the previously existing purchase of Sosos by Apollo ... and the things stipulated in the purchase, namely that Sosos remain by Telon and Kleto so long as they live, shall be unaccomplished and withdrawn.”⁵⁰ Here, and elsewhere,⁵¹ the seller did not release the slave from *paramone*, but nullified the original contract and replaced it with a superseding sale that did not require *paramone*. This was possible because the prior sale had not yet been fully executed and the individual in service remained a slave.

Sales that dictate procedure to be followed in the event that remainers should bear children show the same pattern. Some such children were to be free on the same conditions as their mothers. If Sostrata bore children while she was remaining, they too were to be free “after having remained,” unless Sostrata’s former owners wished to sell “owing to need.”⁵² If Sostrata’s offspring were sellable they were slaves, and if they were slaves, then their mother was too. Some children are to be “free and untouchable according as also [their mothers]” are,⁵³ or free “as has been written above,”⁵⁴ i.e.

concerning the mother. In other words, both mother and child were to be free after service. One record of sale required a remainder to produce and remand one or two children and barred her from rearing any offspring of her own.⁵⁵ Often a woman performing *paramone* was required to provide a baby to the former owner whom she served.⁵⁶ Such deprivation is the slave's lot. Kleomantis sold Eisias on condition of freedom; she was to remain for the duration of his life, "doing" as we saw above, "all that is ordered, as a slave," and then to be free (*FD* III.3 329). But Kleomantis later released from *paramone* Eisias and "the son who had been born to her in *paramone*, Nikostratos, whom [he] also renamed 'Kleomantis' upon adoption, so that they may be free."⁵⁷ If *they* were released from *paramone* so that *they* might be free, then Nikomachos was not born free. A child born under its mother's *paramone* was, like its mother, a slave. A child's servitude might have been limited by the term of its mother's, but was the default reality at birth.

Now, in several cases it is specified without additional qualification that children born in their mother's time of *paramone* are to be free and belong to no one.⁵⁸ This has suggested to some that such children—and, in fact, all children born to mothers who were performing *paramone*—were born free.⁵⁹ But the sellability of children so born tells otherwise. So, why simply declare them free? If the mothers were slaves then the presumption informing all sales that addressed the freedom of children born in service will have been (a) that such children were born slaves, and probably (b) that where their own freedom was stipulated in their mothers' sales it was to be awarded under the same conditions, unless otherwise specified. To call them free, I urge, was to call them, implicitly, free on the same conditions that applied to their mothers. These texts often take similarly important facts for granted: any child born to Theoxena while she was serving was to be free, but the record of her sale does not state that she herself was to be free upon completion of service!⁶⁰ The record of Sosikrates' sale does not specify, 'on condition that he be free.'⁶¹ For a transaction that was conducted with such frequency and within such well known parameters, omissions of this sort were unproblematic. Thus, it was sometimes said that

children born in service were to be free on the same conditions that applied to their mothers, but it did not need to be.⁶² The only thing that *had* to be stated was that they were to be free at all (if such was the intent), for they were born slaves and, barring stipulation to the contrary, would remain so.⁶³ Mothers performing *paramone* were slaves and their children born in that period were too.

Several joint manumissions are similarly elliptical and consistent with *paramone* performed in servitude. Aristodamos sold Gorgo and her son Nikoboulos on condition that the boy remain two years and then be free. The record of sale does not speak of Gorgo's freedom at all. She was to be freed promptly after sale and her son "once [he] has remained for the specified time"—again, the aorist.⁶⁴ Nikomachos and Neiko sold Zopyra and her three children on condition of freedom, stipulating that the children remain in service to the sellers' son Dionysios for as long as he lived.⁶⁵ The record of sale does not stipulate that any of them "shall be free" (ἔστω, ἔστωσαν); all were sold "on condition of freedom" (ἐπ' ἐλευθερίᾳ) and "on condition that they be free" (ἐφ' ὥστε ἐλεύθεροι εἶμεν), phrases that did not by themselves produce liberty. Eunomia sold Isargyron and her son Lykiskos with the stipulation that the mother remain for the duration of Eunomia's life; Lykiskos on the other hand "shall not remain, but shall be free" (μὴ πα[ρ]αμεινάτω Εὐνομίᾳ, ἀλλὰ ἔστω ἐλεύθ[ερος]).⁶⁶ The sale is not said to have been made 'on condition of freedom' and neither does the record state that Isargyron 'shall be free;' so much could be assumed. But the text does explicitly frame 'not remaining' and 'being free' as a pair,⁶⁷ inviting the inference that 'remain' and 'being unfree' were as well.

Even after manumission, slaves could be subject to various intrusions. In one striking example Epicharidas of Lilaia sold a slave named Asia "on condition that she be free, provided that she live in Lilaia, and that she be untouchable for her whole life, doing whatever she wishes."⁶⁸ Asia was to be manumitted directly after sale. The record does not stipulate *paramone*. If anyone lays hand on her she is to enjoy the usual protections.⁶⁹ But strings were attached: "Asia shall not reside outside Lilaia nor take up citizenship without Epicharidas' approval. If she does (so) reside or take up citizenship, then her

purchase shall be invalid and unaccomplished. And likewise Asia shall not alienate (anything) if she gets any additional work from Epicharidas or his heirs, in any manner. And if she should alienate (anything) in any manner, her purchase shall be invalid, according as also written above. Whenever Asia dies all of her property shall belong to Epicharidas or his heirs.”⁷⁰ Histio was required to remain by her former owner Philon so long as he lived; she was to be free upon his death but “shall be unable to settle anywhere other than in Delphi. And she shall crown the image of Philon, monthly on the first and seventh, with a crown of plaited laurel.”⁷¹ Timo sold a young slave named Meda without *paramone* but on condition that, upon maturity, she maintain her biological parents—presumably Timo’s slaves at the time of their daughter’s sale—“whether they should be slaves or have become free.”⁷² These three women—perhaps Asia most of all—were freed into a life with constraints.⁷³ But such invasive terms were stipulations of particular manumissions, not generic requirements imposed on all, and generally not the norm. In most cases, onerous requirements were imposed on slaves while they remained and not on freedmen. Manumitters could require what they would. As we shall see, Neaira was freed on condition that she not work in Corinth, a constraint that in no way diminished her legal freedom.⁷⁴ Asia, Histio, and Meda were to enjoy freedom that might have been less than ideal (from their point of view) but it was not less than full; if the only barrier to Asia’s seeking citizenship was Epicharidas’ approval, then she cannot have been anything less than legally free. Whether one was born free or made so, legal freedom did not mean absolute freedom. It never has.

Slaves who remained were likewise required to do as ordered, and the consequences of disobedience could be severe: sales generally gave wide latitude to former owners in the meting out of punishment. A few, however, stipulated that the former owner’s charges were to be adjudicated by binding arbitration. For example, Sosias sold Nikaia and her son Isthmos, who were to remain by Sosias, doing all that they were asked. “But if Nikaia and Isthmos should not do so, then the purchase shall not be guaranteed for them, but shall be invalid. And if Sosias should accuse Nikaia or Isthmos of anything,

they shall be adjudicated by three men. Whatever these men rule shall be binding.”⁷⁵ This fact is sometimes adduced to show that those who remained must have been free.⁷⁶ But such adjudication was the exception; in hundreds of cases former owners were permitted to punish disobedient remainers “however they wish,”⁷⁷ which sometimes included, explicitly, whipping and binding.⁷⁸ If the five slaves whom Sotima and Polytimidas sold did not do as ordered “Sotima and Polytimidas are to have the authority to punish them as slaves” (ἐπιτιμέοντες ὡς δούλοις).⁷⁹ To punish a person “however one wishes” and “as a slave” are two expressions of the same power. Moreover, some sales stipulated that failure to remain or perform as ordered would invalidate the purchase,⁸⁰ which can only have meant that the slave would return to the former owner, no less a slave, and with the promise of future manumission annulled. It is easy to credit that a small number of owners were willing to submit grievances against slaves, who had been promised eventual manumission, to binding arbitration. Punitive re-sale was often barred; one sale allowed punishment with “harmless blows” (πλαγαῖς ἀσινέοις).⁸¹ A few slaves were sold “for free” (δωρεάν).⁸² Thus, we do see glimpses of moderation, and this must be the explanation for the very rare stipulation that a former owner was permitted to punish a remaining slave “in whatever manner she wishes, as a free woman” (ὡς ἐλευθέρᾳ).⁸³ Dareste, Haussoulie and Reinach took this as clear indication that all who performed *paramone* were free,⁸⁴ but this very rare qualification stands in bleak contrast to the hundreds of sales that granted the former owner nearly unlimited exercise of force. To punish a slave as a free woman was an uncommon kindness, like “harmless blows” or submitting a dispute with a slave to arbitration; these were exceptional gestures of humanity, and credible as such. The consensus interpretation, by contrast, posits a juridical paradox under which hundreds of sales submitted freed men and women to the kind of unchecked, discretionary, physical violation and deprivation that is a hallmark of slavery, and generally unavailable for use against the free. The paradox vanishes if at Delphi *paramone* was a condition to which slaves were liable and which manumission never preceded but only followed.

The consensus view of the Delphic mechanism posits (1) that the sale was executed at once and the slave freed thereby, which is not what the Greek says; (2) that, in an apparent “paradox,” *paramone* reduced the freedom just conferred to a conditional half-state, rather than simply preceding it, which is what the syntax and numerous passages show; (3) that upon the former master’s death the half-free freedman is thenceforth to be *really* free; (4) that lawful and binding contracts used the same word, *eleutheros*, to mean both ‘free but not really free’ and ‘fully and legally free,’ and did not disambiguate the two; (5) that all of this was enshrined in a transaction that looks in every way like a proper sale, but which we know to have been fictive. To reveal the profound scope of interpolation that this entails, let us imagine that my son has been asking for a tablet computer. My wife and I tell him, “We’ve bought a tablet, on condition that you use it for reading. But first you must be well behaved till your birthday. Then, you may use it for reading.” He knows that we have purchased the tablet; that he must be well-behaved between now and his birthday; that he will then get the tablet, to use for reading. To interpret this the way the Delphic sales have been understood we must assume (1) that we meant “We’ve bought *and have now given you* a tablet;” (2) that we did not mean to specify “first;” (3) that between now and his birthday he may half-use the tablet but that upon his next birthday he may *really* use it; (4) that the same phrase “use it for reading” denotes both half-use and full use; and (5) that while I am calling this a gift, it is really a loan! Like this: “We’ve bought <and have now ‘given’ you> a tablet, <for the purpose of using it now> for reading. But {first} you must be well behaved till your birthday (*sc.* while you are sort-of using it). Then, you may <*really*> use it for reading.” But such heavy intervention is unnecessary, for a more straightforward, literal, interpretation is available.

The Delphic “manumission inscriptions” are records of sale. Sale was the vehicle for manumission, but that does not make it a fiction. The god bought the slaves; punitive re-sale of his human property was generally forbidden, and in the event that someone tried to haul one of his freedman into slavery the seller and warrantor were to warrant the purchase, that is, ownership by the god. The

safeguards presume agreement by all parties that the god was the lawful purchaser. The contracts specified the terms of sale, including manumission, whether enacted promptly, where there was to be no *paramone*, or triggered by future event, where there was. *Paramone* was carried out in a state of full and unambiguous legal servitude. The transactions did not create individuals who were half-free, both free and slave, or any other juridical chimera. The god's slaves were compelled under threat of brutality, as slaves were, to perform certain service, upon completion of whose term they were to be made so free that *anyone* was to have authority to rescue them without fear of legal action or penalty. That was as complete a protection of freedom as Greek legal thinking knew how to construct. At Delphi—at least insofar as these sales tell us—a person was either free or slave.

Practice Elsewhere

Consensus holds that other Greek polities were also juridically cognizant of a category of persons who were legally free, under no judicial or military sanction, and yet remanded to a slave-like state in which their movements were controlled, their bodies subject to violent invasion, and their freedom at risk of liquidation on the open market. But the binary construction of legal status that we see at Delphi appears to have been the norm elsewhere as well.

Boiotian epigraphy has preserved well over 100 dedications of slaves, which appear also to have been made on condition of manumission.⁸⁵ Alienation to the god was achieved through dedication rather than sale, but with the same end in view: freedom. The Boiotian dedications do not mention freedom as a condition and, like the Delphic sales, do not speak explicitly of manumission. But the widespread and reasonable scholarly assumption is that the dedication somehow entailed conversion to freedom. This was no contradiction. Some twenty or so Delphic sales indicate that when the former owner has died the slave is to become at once “the god's” and “free,” which can only mean that the slave was the god's concern if not his property.⁸⁶ At Bouthrotos freedmen were said to be “freed and dedicated as sacred” to

the god.⁸⁷ At Naupaktos, when his former master died, Philetairos, who had been sold to Athena, was “to be sacred, untouchable, and free.”⁸⁸ To be dedicated was to be the god’s, was to be sacred, was, in this context, to be legally free and under a deity’s protection.⁸⁹ Many dedications stipulated *paramone* (e.g. *IG VII 3314*):

Ἀρχεδάμω ἀρχῶ, μεινὸς Ὀμολωΐω πεντεκαίδεκάτη, Μηλὶς
 Φιλήμονος ἀνατίθητι τῶς φιδίως δούλως Σώτιμον κὴ Σωτη[ρί]-
 χαν ἱαρώς τεῖ Σεράπι παραμείναντας αὐτῇ [ἀ]νεγκλείτως ἄς κ[α]
 ζῶει, τὰν ἀνάθεσιν ποιούμενα διὰ τῷ συνεδ[ρίῳ] κατὰ τὸν νόμον.

Zelnick-Abramovitz translates (90):

Melis daughter of Philemon consecrates her personal slaves Sotimon and Sotericha as sacred to Serapis, on condition that they remain with her as long as she lives, giving no reason for reproach, and she makes the consecration through the Council, according to the law.

This ignores the aorist participle, which we have seen already in the same use at Delphi, and which tells that Melis dedicates her slaves, “after they have remained” (παραμείναντας). In other words, the dedication is declared in the timeless present tense but is not to take effect until the slaves have completed their service.⁹⁰ Sotimon and Sotericha, then, will not be the god’s, will not be free, until they have performed the required service. The Boiotian dedications that specify *paramone* always use the aorist participle, never the present. Here, as with Delphic sales, the regular order was first service as a slave and then freedom.

Inscribed records of manumission show the same sequence. A Phokian text declares that “Soteridas son of Xenon, a Delphian, releases as free Xenon and Paramonon, his own housebred slaves, after they have remained (παραμείναντας) with Soteridas for the full duration of his life, and he dedicates them to the god Asklepios in Stira.”⁹¹ Here too, dedication was not incompatible with liberty, but the very safeguard of it. Such manumissions were effected “after service” at Mantinea, and in large numbers at Bouthrotos and Kalymna.⁹² A stele from the Kabeirion at Lemnian Hephaistia records numerous manumissions, two dozen of which stipulate *paramone*, all with the same formulaic order and syntax (e.g.): “Damas son of Demetrios, of Halimous, sets his own bred slave Eumenes free, after he has

remained (παρამείναν|τα) by him so long as he lives, to depart (ἀπιέναι) from the land wherever he wishes, belonging to no one at all.”⁹³ Liberty, in these Lemnian manumissions is framed as freedom “to depart,” in independence (μηθενὶ μηθὲν προσήκοντα); where these texts require *paramone* the aorist participle always splits the direct object from the epexegetic infinitive, underscoring that a slave is to be ‘free—pending service—to leave.’ A detailed record of manumission from Thespiiai stipulates the place and circumstance in which the formal speech act of manumission was to take place (*I.Thespiiai* 214):

Εὐτυχος Καλλικράτεος

4 [ἀφί]ε<ι>τι ἐλευθέρως Ἀγίαν, Ὀνά[σι]-
 μον, Ἀ[γ]είσιππον, Σέλευκον, Εὐρ[έ]-
 αν, [Β]ουκατίαν, Σύραν· εἴμεν δὲ α[ὕ]-
 τοῖς πανελευθερίαν παρα[μει]-
 8 νάντεσι εὐνόως ἀνε<ν>κλείτο[ις]
 γενομένοις Εὐτύχοι ἄως [κ]α ζ[ώει].
 ἐπὶ δέ τί κα πάθει Εὐτυχος, παρακ[ατ]-
 [α]τίθεται οὔτα τὰ σώμα[τα]
 12 ἐναντία τῷ Ἀσκληπιῷ παρὰ
 [Ε]πίτιμον Σαμίχῳ κῆ Σάμιχον
 [κ]ῆ Καλλικράτης Ἐπιτίμ[ω]· οὔτ[ω]ς
 [δ]ὲ προστατεῖμεν αὐτῶν κῆ [ἐπι]-
 16 μέλεσθαι [ὅ]πως βέβαια εἴη αὐτ[ο]-
 ῖς ἅ ἐλευθερία καθὰ Εὐτυχος ἀπ-
 [έ]θει, ἐν τὸν ἅπαντα χρόνον· ἐπὶ
 δέ κα τελευτάσει Εὐτυχος ἀπ[ο]-
 20 καρυξάτῳ ἐπὶ τῷ μνάματος
 Ἐπίτιμος κῆ Σάμιχος κῆ Καλλι-
 κράτης ἐλεύθερα [οὔτ]α τὰ σώ-
 [μ]ατα ἀφιέντα Εὐτυχον κατ[τ]-
 24 ὰν στάλαν τὰν ἐν Ἀσκληπ[ιεῖ]-
 οι.

Eutychos son of Kallikrates releases as free Agias, Onasimos, Ageisippos, Seleukos, Eureas, Boukatia, Syra. (that) there shall be for them total freedom, after they have remained, being well intentioned and without reproach, with Eutychos so long as he lives. But if Eutychos dies, these slaves place themselves before Asklepios in the care of Epitimos son of Samichos and Samichos and Kallikrates sons of Epitimos; and (that) these men shall serve as their *prostatai* and take care that their freedom should be secure, as Eutychos laid down(?), for all time. And whenever Eutychos dies Epitimos and Samichos and Kallikrates shall proclaim over the tomb that Eutychos sets free these slaves, according to the stele in the Asklapieion.

The owner declares the slaves free, “after they have served” (παρ[α]μ[ει] | νάντεσι). But the manumission was not effective until the slaves’ prospective *prostatai* uttered the words over their former owner’s grave.⁹⁴ Just as the Delphic sales were recorded but incomplete pending fulfillment of service and subsequent manumission, so also, in all of these cases, manumission was announced, but remained unexecuted until completion of *paramone*.

We see the same in sales from elsewhere. At Phokian Tithora Nikaretos and Oinanthē sold a slave named Euphrosyna to Sarapis “on condition of freedom, on condition that she be free and untouchable after having remained (παρ[α]μείν[α]σαν) by Nikaretos and Oinanthē for the duration of their lives.”⁹⁵ Two contemporary sales from the same place indicate that slaves have been sold to Sarapis on condition of freedom (ἐπ’ ἐλευθερίᾳ) and stipulate that the slaves “will serve” their former owners (παρ[α]μ[εν] <ε> ἵ) so long as the latter live, but are to be free “from the perspective of everyone else” (τοῖς λοιποῖς).⁹⁶ A sale from Amphissa permits the former masters, who sold the slave to Asklepios “on condition that she remain” (ὥστε παρ[α]μ[εί] | νῃ) by them, to punish her as they like, but then stipulates that “for all other people (ποτὶ δὲ τοὺς λοιποὺς πάντας) [she] is to be free and untouchable.”⁹⁷ These three sales are thought to show a kind of perspectival freedom, under which a person might be a slave from one point of view and free from another.⁹⁸ But one of the Phokian sales states that the two slaves who had been sold were to “remain slaving” (παρ[α]μ[εν] <ε> ἵ ... δουλεύουσαι), leaving no doubt that these odd expressions might have meant freedom from the grasp of others but not in a court of law.⁹⁹ At law, liberty was not a matter of perspective. Law did not, say, permit a person to be at once barred from marriage by a former master and yet free to marry “from the perspective of everyone else.” These owners sold slaves on the promise of freedom, pending completion of service, during which time the former owners promised to protect slaves from abuse by others. A fine gesture, like similar, occasional instances of moderation seen at Delphi, but the slavery was no less complete for it.

Such executory transactions, whether sale, dedication, or manumission *per se* neither conferred freedom only to partly withdraw it nor minted half-slaves; they simply defined the terms governing future manumission. Where they stipulated *paramone* with a circumstantial participle they almost invariably used the aorist, indicating that manumission and the final execution of the transaction were to take place after *paramone*.¹⁰⁰ Regardless of the legal mechanism used to effect a slave's freedom, practice was remarkably consistent on this one overlapping point of law, logic, and grammar: that slaves alienated by any of these acts are to be transformed from fully enslaved to fully free; that, with very few exceptions,¹⁰¹ such transformation was to follow *paramone* and not to precede it; that the temporal priority of this fixed and finite service is most often indicated with the aorist participle or imperative.

Testamentary Manumission

The philosophers' wills preserved by Diogenes Laertius show the same staging. Like the Delphic sales, these have been thought to illustrate the creation of partially free freedman. Aristotle (d. 322) directed in his will (D.L. 5.14–16):

εἶναι δὲ καὶ Ἀμβρακίδα ἐλευθέραν καὶ δοῦναι αὐτῇ, ὅταν ἡ παῖς ἐκδοθῇ, πεντακοσίας δραχμὰς καὶ τὴν παιδίσκην ἣν ἔχει. ... Τύχωνα δ' ἐλεύθερον εἶναι, ὅταν ἡ παῖς ἐκδοθῇ, καὶ Φίλωνα καὶ Ὀλύμπιον καὶ τὸ παιδίον αὐτοῦ. μὴ πωλεῖν δὲ τῶν παίδων μηδὲνα τῶν ἐμὲ θεραπευόντων, ἀλλὰ χρῆσθαι αὐτοῖς· ὅταν δ' ἐν ἡλικίᾳ γένωνται, ἐλευθέρους ἀφεῖναι κατ' ἀξίαν.

that Ambrakis is to be free and (one is) to give her, whenever my daughter is married off, 500 drachmas and the slave girl whom she has. ... and that Tychon is to be free whenever my daughter is married off, as is Philon and Olympios and his child; (one is) not to sell any of the slaves who serve me, but to use them, and to set them free whenever they are of age, as worthy.

Some of Aristotle's slaves were to continue in service to a new master, until his daughter married, others until they came of age. The will, if Diogenes represents it accurately, did not refer to this delay as *paramone*, although the stipulation is otherwise indistinguishable from *paramone* as imposed by the other wills. Theophrastus (d. 286) did specify *paramone*, directing that (D.L. 5.54–55):

Πομπύλω δὲ καὶ Θρέπτη πάλαι ἐλευθέροις οὔσι καὶ ἡμῖν πολλὴν χρεῖαν παρεσχημένοις, εἴ τι πρότερον ἔχουσι παρ' ἡμῶν καὶ εἴ τι αὐτοὶ ἐκτήσαντο καὶ ἄ νῦν παρ' Ἱππάρχου αὐτοῖς συντέταχα, δισχιλίας δραχμάς, ἀσφαλῶς οἶμαι δεῖν αὐτοῖς ὑπάρχειν ταῦτα, καθάπερ καὶ αὐτὸς διελέχθην Μελάντη καὶ Παγκρέοντι πλεονάκεις καὶ πάντα μοι συγκατετίθεντο. δίδωμι δ' αὐτοῖς καὶ Σωματάλην [καὶ] τὴν παιδίσκη. [55] τῶν δὲ παίδων Μόλωνα μὲν καὶ Τίμωνα καὶ Παρμένοντα ἤδη ἐλευθέρους ἀφήμι· Μανῆν δὲ καὶ Καλλίαν παραμείναντας ἔτη τέτταρα ἐν τῷ κήπῳ καὶ συνεργασαμένους καὶ ἀναμαρτήτους γενομένους ἀφήμι ἐλευθέρους.

To Pompylos and Threpte, who are long since free and have offered us much service, if they have any prior thing from us and if they themselves have acquired anything, including what I have now commanded they have from Hipparchos, namely 2,000 drachmas, I am steadfast in thinking that these must belong to them, just as I myself also explained to Melantes and Pankreon many times and (as) they in all ways agreed with me. I give them also Somatale the slave girl. Of the slaves, I set free henceforth Molon and Timon and Parmenon. But I set free Manes and Kallias, after they have remained four years in the garden and have collaborated and been free from blame.

To a couple freedmen who continued on in what sounds like remunerated service to their former owner Theophrastus promised total control over everything that they owned and gave additional money and human assets.¹⁰² Two current slaves were to be manumitted promptly (ἤδη), two others only “after having served” (παραμείναντας). Here too, then, *paramone* was conducted in a state of servitude and freedom granted only after its completion.

The will of Lykon of Troas (d. 225) records several manumissions, some of them framed on condition of *paramone* (DL 5.73):

ἀφήμι δ' ἐλεύθερον καὶ τὴν τοῦ Μίκρου μητέρα καὶ Νοήμονα καὶ Δίωνα καὶ Θέωνα καὶ Εὐφράνορα καὶ Ἑρμείαν. καὶ Ἀγάθωνα δύο ἔτη παραμείναντα ἀφεῖσθαι ἐλεύθερον· καὶ τοὺς φορεαφόρους Ὡφελίωνα καὶ Ποσειδώνιον τέτταρα ἔτη παραμείναντας.

I set free also the mother of Mikros and Noemon and Dion and Theon and Euphranor and Hermeia. And (I stipulate in my will) to have Agathon set free, after he has remained for two years, and the litter-bearers Ophelion and Poseidonios after they have remained for four years.

It is suggested that some of the philosopher's slaves “are freed but are required to ‘remain’ (*parameinanta*) in some capacity for fixed lengths of time.”¹⁰³ But, here again, the Greek denotes the opposite order of events. Agathon, Ophelion, and Poseidonios were not freed on the condition that they remain; they remained, as slaves, under the promise of subsequent manumission. The terms were not

service after manumission, but manumission “after service” (παραμείναντα, παραμείναντας). Those who remained were neither free nor half-free nor conditionally free; they were slaves.

A few clauses earlier, though, Lykon seems to envisage service performed after manumission (5.72):

Δημητρίῳ μὲν ἐλευθέρῳ πάλαι ὄντι ἀφήμι τὰ λύτρα καὶ δίδωμι πέντε μνᾶς καὶ ἱμάτιον καὶ χιτῶνα, ἵνα πολλὰ πεπονηκῶς μετ’ ἐμοῦ βίον εὐσχήμονα ἔχη. Κρίτῳ δὲ Χαλκηδονίῳ, καὶ τούτῳ τὰ λύτρα ἀφήμι καὶ δίδωμι τέτταρας μνᾶς.

For Demetrios, who is free for some time now, I waive the *lytra* and give him five minas and a *himation* and *chiton* so that, since he has labored much with me, he may have a becoming life. And for Kriton of Chalkedon, for him too I waive the *lytra* and give him five minas.

On one view, these two slaves “had been manumitted on condition that they remain and work for Lykon and that Lykon’s will was meant to cover the possibility that he might die before the term of their further services expired.”¹⁰⁴ But as we just saw, this very will establishes that freedom was granted after *paramone*. If Demetrios and Kriton had been free, then they would not have been subject to *paramone*. In fact, the will merely states that they owed Lykon money. The Roberts were right, I suggest, when they observed that the *lytra* probably referred to ransom (*Bull.épigr.* [1946] 87). Demetrios and Kriton had at some point been enslaved and ransomed with money furnished by Lykon, so that the two men were free but indebted. Demetrios had once been a slave, but that was irrelevant. The will stipulates that if Lykon should die before repayment, the debts would be forgiven. But no one was to be half-free or any such thing.

Wills, or clauses from them, were sometimes inscribed (e.g. *IG V,2 274.I*): ἐπὶ ἱερέος τῷ {ι} | Ποσιδᾶνος Ἀπ|ολλωνίου, δεκ|τῆρος δὲ Μάρκου | τοῦ Τίτου, ἔτους ἐ|βδόμου καὶ τεσσαρ|κοστοῦ, διαθήκης ἀν|αγνωσθείσης ζ’ μην|ὸς Τρίτου τριακάδι Πιτ|ύλος Ποσειδίου ἀφῆ|κε τὰν ἰδίαν θεράπαιν|αν ἐλευθέραν Σαφῶ | καὶ τὸ ἐξ ἑατᾶς παιδίον | Ὀνησιφόρον μηδενὶ μη|δὲν προσήκοντες.¹⁰⁵ It is thought that “Such wills were, in fact, delayed manumissions; they protracted slavery in spite of the declaration of freedom.”¹⁰⁶ But this conflates the act of writing

with the fact of execution. The legal state of slavery ended only with death or manumission, but Pitylos' will framed upon drafting, and later effected upon execution, an end to Sapho's servitude. Prior to execution there was no legal "declaration" of anything. Had he not so disposed, his heirs would have inherited the human property. Similarly, in his will, Dion stipulated (*P.Petr.* I² 3.19–23):

Μελαινίδα δὲ

20 [καὶ τὸν υἱὸν] αὐτῆς Ἀμμώνιον τὸν ἐξ ἐμοῦ γεγεννημένον, οὓς ἐγὼ ἐξ[έθ]ρε-
[ψα, ἀφίημι ἐλ]ευτέρους, ἑὰ μ μοι παραμείνω[σ]ιν ἕως ἂν ἐγὼ ζῶ ὑπήκοοι[ι ὅ]ν-
[τες. ἀφίημι δ'] αὐτοῖς τὰ τροφεῖα καὶ ἔστωσαν ἐλεύθεροι καθὰ καὶ ἐξ ὧν ἡς
[. μηθε]νὶ ἐξέστω ἐπιλαβέσθαι αὐτῶν παρ[ευρ]έσει μ[ηδ]εμ[ιᾶ].

But Melainis and her son Ammonios, who was born by me, whom I raised, I set free, if they serve me so long as I live, being obedient. And I waive for them the *tropheia* and they are to be free just as according to purchase....¹⁰⁷ It shall be possible for no one to lay hands on them on any pretext.

Clarysse worried that "[f]rom a strictly juridical point of view" this service could not be *paramone*, such as we know it from elsewhere, "since Melainis and her son are to be set free only after Dion's death. The tasks they perform 'so long as he lives' are not paramone-tasks, but real slaves' services;" and further that, "the service of Melainis and Ammonios, who were no doubt informed of the clause in the will relating to them, was considered a paramone, even if this was not correct from a strictly juridical point of view."¹⁰⁸ But it is the modern interpretation that is incorrect; the legal form was sound, as was Clarysse's sense that something was odd. Mother and son were to continue to serve as slaves until the death of the Dion, and only then, assuming satisfactory completion of service and execution of the will, were they to become free. Protraction is the opposite of what testamentary manumission accomplished, whether the will stipulated *paramone* or not.

In none of these wills did a testator deal in halves. Some slaves were freed. Others were told when they would be. Not one was freed but nevertheless compelled to serve like a slave. While Pompylos and Threpte, and Demetrios, all freed in their former owners' lifetime, may have been obliged 'not to depart' from Theophrastus and Lykon (if the rule was still enforced at Athens), the freedmen produced by these wills were simply aliens, possibly metics if they stayed. Prior to manumission they

were slaves and subject to *paramone*, in precisely the same way that the slaves sold at Delphi were. But at no point were they anything other than one or the other of these two legal statuses. It is not true that “The wills of Aristotle, Theophrastus, and Lycon imply that manumitted slaves were not wholly free in relation to their manumittor,”¹⁰⁹ and, under the circumstances, such was a legal and logical impossibility. Even if metics were still required to register *prostatai* in the third century,¹¹⁰ none of the freedmen minted by the philosophers’ wills could have registered his or her manumittor as *prostates*; all of them were manumitted by written act of a dead non-citizen. These freedmen were as free from their manumittors as a person could be.

Athenian ‘Secular Fictive Sales’

It has recently been argued that at Athens, as at Delphi, manumitted slaves suffered “conditional freedom;” that, although *paramone* is not explicitly attested at Athens before the third century, “*paramonê*-like legal obligations certainly”¹¹¹ existed there earlier, reducing manumitted individuals to a state of half-slavery; that this explains the legal situation of the only two fourth-century manumissions that we know in any detail from Athenian sources; that both of these were cognate “secular fictive sales,”¹¹² examples of “a procedure known as ‘sale for the purpose of freedom’ (*prasis ep’ eleutheriai*).”¹¹³

The cases are well known. An Athenian named Epikrates lusted after a slave boy who, along with his brother and father, worked in the perfume shop of an Egyptian metic, Athenogenes.¹¹⁴ He offered to pay Athenogenes to free the boy so that he could employ him as a sex worker. Unbeknownst to Epikrates, however, the slaves had acquired significant debts so that Athenogenes preferred not to manumit them but rather to sell them, along with the debt.¹¹⁵ So, he conspired with the prostitute Antigona to trick Epikrates into purchasing all three slaves, along with the debts. As part of the ruse, she

claimed that she had only just managed to convince Athenogenes to free the slaves, and that Epikrates had better move quickly lest the deal collapse (Hyp. 3.4 [col.ii]):

τέλος δ' οὖν, ἵνα μὴ μακρολογῶ, μεταπεμψαμέν[η] γάρ με πάλιν ὕστερον εἶπεν, ὅτι πολλοὺς λόγους ἀναλώσασα πρὸς τὸν Ἀθηνογένην μόλις εἶη συμπεπεικ[υ]ῖα αὐτὸν ἀπολῦσαί μοι τὸν τε Μίδαν κα[ὶ] τ[ο]ὺς υἱεῖς ἀμφοτέρους τετταράκοντα μνῶν, καὶ ἐκέλευέ με τὴν ταχίστην πορίζειν τὸ ἀργύριον[ν], πρὶν μεταδόξαι τι Ἀθηνογένει.

So, finally, not to go on too long, having sent for me again later, she said that having spent long discussions with Athenogenes she had just barely persuaded him to release for me Midas and both of his sons for 40 minas, and she kept urging me to come up with the money as quickly as possible, before Athenogenes changed his mind at all.

Epikrates was hooked. But when he met with Athenogenes he was presented with quite a different offer; he reports (Hyp. 3.5–6 [col.ii–iii]):

‘καὶ νῦν’ ἔφη ‘ταύτης ἔνεκα ἥδη σοι ἐνδείξομαι, ὅσα σε ἀγα[θὰ] ποιήσω. σὺ μὲ[ν] γάρ[ν]’ ἔφη ‘[τὸ] ἀργύριον ἐπ’ ἐλευθερίᾳ καταβαλε[ῖ]ς το[ῦ] Μίδου καὶ τῶν παίδων· ἐγὼ δέ σοι ἀποδώ[σ]ομαι αὐτοὺς ὥνῃ καὶ πράσε[ι], ἵνα πρῶτον μὲν μηδεὶς [σ]ε [ἐ]νοχ[λ]ῇ [μὴ] δὲ διαφθείρ[η] τὸν π[α]ῖδα, ἔ[π]ε[ι] τ’ αὐτοὶ μὴ ἐγχειρῶσι π[ο]νηρε[ύ]εσθαι μηδὲν διὰ τὸν φόβ[ον]. τὸ δὲ μέγιστον· νῦν μὲν ἂν δόξειαν δι’ ἐμὲ γεγονέναι ἐλευθέροι· ἂν δὲ πριάμενος σὺ ὥνῃ καὶ πράσει εἴθ’ ὕστερον, ὅτε ἂν σοι δοκῇ, ἀφῆις αὐτοὺς ἐλευθέρους, διπλασίαν ἔξουσίν σοι τὴν χάριν.

“And now,” he said, “for her sake I shall show you how much good I shall do you. For you,” he said, “are about to put down the money on condition of freedom for Midas and his children. But I shall sell them to you, ‘by purchase and sale,’ so that, first of all, no one may bother you or ruin the child, and, next, so that they, owing to fear, may not endeavor to misbehave in any way. But most importantly, as things are, they would think that they have become free because of me. But if, buying them ‘by purchase and sale,’ you then later set them free, whenever you like, they will have twice the gratitude for you.”

Epikrates’ original proposal was to pay (καταβαλε[ῖ]ς) Athenogenes money on condition that he free the slaves for him. This was not to be a purchase or sale, and no one in the speech calls it a *prasis ep’ eleutheriai* or any such thing.¹¹⁶ In fact, it is explicitly contrasted with sale. This was to be payment of cash on condition of mutual performance: Epikrates would pay money, and Athenogenes would free the slaves. Athenogenes, however, convinced Epikrates that it would be better to buy the slaves outright. The lustful man was so eager that he scarcely read the contract before agreeing; he failed to notice that he was buying the debts too.¹¹⁷

Now, had Athenogenes accepted the original proposal he would have freed the slaves and handed them over to Epikrates. But if they were free, why would they have gone with Epikrates? On one view, they would have been under an implicit obligation to ‘remain’ in a state of half-freedom like those slaves who were freed at Delphi on explicit condition of *paramone*.¹¹⁸ At Athens, a manumitted slave became a free non-citizen, an alien if he left and a metic if he stayed.¹¹⁹ All metics were required to register a *prostates* or else be liable to *graphe apostasiou*.¹²⁰ A freedman metic was subject to an additional requirement to abide by his former owner or else face legal action:¹²¹

Harp. s.v. Ἀποστασίου: δίκη τίς ἐστὶ κατὰ τῶν ἀπελευθερωθέντων δεδομένη τοῖς ἀπελευθερώσασιν, ἐὰν ἀφιστῶνται τε ἀπ’ αὐτῶν ἢ ἕτερον ἐπιγράφωνται προστάτην, καὶ ἃ κελεύουσιν οἱ νόμοι μὴ ποιῶσιν. καὶ τοὺς μὲν ἀλόντας δεῖ δούλους εἶναι, τοὺς δὲ νικήσαντας τελέως ἤδη ἐλευθέρους. πολλάκις δ’ ἐστὶ παρὰ τοῖς ῥήτορσι, παρὰ τῷ Λυσίᾳ ἐν τῷ πρὸς Ἀριστόδημον καὶ Ὑπερείδῃ ἐν τῷ κατὰ Δημητρίαν ἀποστασίου.

There is an action that was granted against freedmen to those who freed them, if they depart from them or register another as *prostates*, and if they do not do what the laws bid; and those who are convicted must become slaves, while those who win (the case) shall be fully free thenceforth. Occurs often in the orators, in Lysias in the speech against Aristodemos and in Hyperides in the speech against Demetrias for *apostasiou*.

To Finley, this provision was consistent with the half-freedom that Delphic *paramone* is thought to have created. He translated, “And those who are condemned necessarily become slaves, but those who win, already being free men, become so completely.”¹²² But this mangles the Greek, and even if it did not, this rule was not at all like Delphic *paramone*, which required a slave who had been sold to serve someone other than his new owner, on the promise of subsequent manumission. But never mind, for there is no reason to think that these three freedmen would, or even could, have been so constrained in the first place. The governing rules, such as we know them, compelled (1) every metic to register a *prostates*, or else face *graphe apostasiou*, and (2) every freedman metic to name his manumittor for that role, or else face *dike apostasiou* by his manumittor. But, *prostatai* were to be citizens,¹²³ so that if a freedman’s manumittor was himself a metic he had no remedy against a freedman who did not comply—and indeed could not—with the second rule. The freedman will have followed the first and that was that. Athenogenes was a metic, so that, if Midas and sons “registered another as *prostates*,”

Athenogenes could not have brought a *dike apostasiou* against them and neither could anyone else.¹²⁴

Like all metics, they would have needed a *prostates*, but as far as Athenian law could recognize and enforce, they would have been no one's freedmen.¹²⁵

Scholars understand the requirement that a freedman register his manumittor as *prostates* and abide by him as a curtailment of the freedman's liberty. But the ancient sources, admittedly late and limited, frame the rule as a positive protection of the manumittor's rights: "a legal action available to those who have manumitted." If the rule was framed as a benefit to manumittors and a manumittor was ineligible, it will have served no purpose under the rule to compel either freedman or manumittor to find some other eligible candidate for *prostates*.¹²⁶ Thus, I suggest, if Athenogenes had accepted the initial offer, the three new metics would have enrolled Epikrates as their *prostates*, but since he would not have been their manumittor they would have been under no legal obligation "not to depart" from him. In his initial offer Epikrates was asking Athenogenes to release the freedmen into his care,¹²⁷ and leave it to him to sort out the rest; he would see that the newly minted metics enrolled him as their *prostates*.¹²⁸ Legally, they would have been free. The social and economic constraints under which they would have operated would have been considerable, and Epikrates did have in mind to engage the free boy to particular ends that the latter may not have wanted or even known of, but legal freedom mattered. A slave could be beaten, tortured, sold, deprived of family, excluded from courts, and so on, without recourse to legal remedy. These three could not.

Hyperides was an expert in this domain (Ath. *Deipn.* 13.58 [590c-d] = Idomeneus of Lampsakos, *FGrHist* 338 F15):¹²⁹

Ὑπερείδης δ' ὁ ῥήτωρ ἐκ τῆς πατρῴας οἰκίας τὸν υἱὸν ἀποβαλὼν Γλαύκιππον Μυρρίνην τὴν πολυτελεστάτην ἑταίραν ἀνέλαβε, καὶ ταύτην μὲν ἐν ἄστει εἶχεν, ἐν Πειραιεῖ δὲ Ἀρισταγόραν, Φίλαν δ' ἐν Ἐλευσίνι, ἣν πολλῶν ὠνησάμενος χρημάτων εἶχεν ἐλευθερώσας, ὕστερον δὲ καὶ οἰκουρὸν αὐτὴν ἐποίησατο

The orator Hypereides, having expelled his son Glaukippos from his ancestral home, brought in Myrrhine, the most expensive prostitute, and used to keep her in the city, and Aristagora in Peiraieus, and Phila in Eleusis, whom, having purchased her for a lot of money, he used to keep, after he had freed her, and later even made her his house-mistress.

Whether Myrrhine was a slave (and if so, whose) or free, we are not told. It is suggested that Hyperides ‘bought’ Phila via fictive sale; that he provided the funds for her manumission, much as Epikrates had proposed to do.¹³⁰ But here again the Greek tells a different order of events: first he bought her, then he freed her, and then he started keeping her (ὠνησάμενος ... εἶχεν ἐλευθερώσας). He did not do what Epikrates proposed, but what Athenogenes tricked Epikrates into doing! Presumably, Hyperides was Phila’s *prostates*. More complicated is Hyperides’ relationship with Aristagora, against whom he either brought a *graphe apostasiou*, or else wrote a speech for someone who did, whether before or after the engagement of which Idomeneus speaks, we do not know.¹³¹ There is no evidence here of fictive sale or of anything resembling *paramone*.

Even better known is the case of the famous prostitute Neaira, who at one point was the joint property of two Corinthians, Eukrates and Timanoridas. Now, one or both of them was about to get married and did not wish to see her working at Corinth or owned by a brothel-keeper.¹³² So, instead of selling Neaira they offered to free her if she would pay them 20 minas. Wanting to accept but lacking the funds, she sent for several former lovers, including an Athenian, Phrynion, gathered money from a number of them, contributed her own savings, and persuaded the man to add the difference and “pay her sum to Eukratides and Timanoridas on condition that she be free.”¹³³ Phrynion paid the men twenty minas “on (Neaira’s) condition that she be free and on (their) condition that she not work in Corinth.”¹³⁴ Apollodoros does not call this transaction a ‘*prasis ep’ eleutheriai*,’ or any other kind of sale or purchase, neither of Neaira nor of her freedom.¹³⁵ Money was paid on condition of mutual exchange of promises, one of which was subsequent manumission. We may no more call this exchange a *πρᾶσις ἐπ’ ἐλευθερίᾳ* than we can call it a *πρᾶσις ἐπὶ τῷ ἐν Κορίνθῳ μὴ ἐργάζεσθαι*. It was not a sale at all. In a strange irony, at Delphi, the transactions call themselves sales and bear all resemblance to the same, and yet scholars believe that they were not; while here, the transactions are not described as sales and

yet scholars believe that they were. Whatever the terms of their agreement and whatever they may have called it, Neaira left town with Phrynion a free woman.

Why, then, did she stay with Phrynion? We do not know Corinthian law on the rights and obligations of freedmen and their former owners. But since Neaira was about to emigrate, she could not have been subject to such for long. Neaira had an obligation, under the terms of her manumission, not to work in Corinth, but that was between her and her manumittors. Phrynion was neither her manumittor, nor her current or previous owner, nor a putative Corinthian *prostates*. She was under no legal obligation not to ‘depart’ from him. The two collaborated to secure her manumission but we hear nothing of a contract. When Neaira later returned to Athens with Stephanos, having fled from Phrynion, who had become abusive, Phrynion attempted to take her back, threatening to sue, under a claim that she was his slave. He did not charge that she was in violation of any agreement to ‘remain,’ or a requirement to abide by her *prostates*, or a contract to provide sexual services, or a “*paramonê*-like legal obligation” or, indeed, any other obligation.¹³⁶ If she had been so bound, we would expect Phrynion to have sued for violation of law or terms, but not to have seized her person on grounds that she was unfree: wrongful seizure of a free person was a serious crime.¹³⁷

It has been suggested that Neaira “had to remain with Phrynion and serve him;”¹³⁸ that he had a valid claim to her person for two reasons. First, “Neaera was considered to belong to Phrynion even after her manumission, presumably because she still owed him money,”¹³⁹ an assumption for which Apollodoros provides no support.¹⁴⁰ Moreover, “all or most manumission agreements included the slave’s obligation to supply further services,” whether stated in the epigraphic documentation or not, so that “[w]hat distinguished manumissions with *paramone* clauses” from those that did not require service “was not the fact that they were conditional or that they obligated a slave to remain with the ex-owner; rather the distinctive feature was that all obligations associated with manumission were secured in a formal contract.”¹⁴¹ In other words, the 800 or so inscribed Delphic slave sales that do not stipulate

paramone did require it, but implicitly, extra-contractually, and those that did stipulate *paramone* differed only inasmuch as the requirement was explicit, contractual. Thus, Neaira must have been bound to obey Phrynion because *paramone*, whether stipulated or not, was the default requirement of “all or most” manumissions. This would be alarming if true.¹⁴² The private arbitrators who settled the dispute, which did not go to court, do not appear to have thought Neaira was subject to any such performance; they ruled that she was “free and her own mistress.”¹⁴³ If Neaira had accompanied Phrynion under legal compulsion, or arrived at Athens as anything but a free alien, it would have been in Apollodoros’ interest to say so. There was nothing to say. Her manumission had taken place outside Athenian jurisdiction; she could not be compelled at Athens to register her Corinthian manumittors as *prostatai*! If her intent was to stay there she will have been required to register a *prostates*, and Phrynion will likely have served that role. But she would have been subject to this requirement as a metic, not as a former slave who had been manumitted under the laws of another polity.

To recapitulate, under Epikrates’ original proposal to Athenogenes, the three slaves would not have been sold. They would have left Athenogenes’ premises and control as free, (surely) resident, non-citizens. As metics, they would have been required to register a *prostates*, most likely Epikrates. They would also have been freedmen and so required to register their manumittor as their *prostates*; but since Athenogenes was a metic, he could not have sued if they registered Epikrates. Their freedom would not have been conditional in any extraordinary legal sense. Epikrates would have been able to wield social and economic power over the former slaves. But his legal power as their *prostates* would have been limited. Indeed, fear that the three might cause him trouble—perhaps even leave—if they came to him free, seems to have motivated him to purchase the slaves outright.¹⁴⁴ Neaira was not sold to Phrynion, but went with him as a free woman. Whatever power Phrynion had over her was a social fact, apparently unsecured by legal covenant. If she stayed with him in Athens beyond a month or so, she would have been required to register as a metic and declare a *prostates*, who would almost certainly have been

Phrynion. This pair of constraints was no greater than that experienced by any other free female resident alien and did not derive from her profession or prior legal status. Her freedom was as full and unconditional as law and social norms granted. She neither “had to remain with Phrynion and serve him”¹⁴⁵ nor did. She left. Neither Neaira’s manumission nor that proposed for the perfumery workers was a sale of any form, and neither was called a ‘*prasis ep’ eleutheriai*.’ Neither was subject to an implicit condition to ‘remain,’ whether called by *paramone* or any other word.

The “secular fictive sale” called “*prasis ep’ eleutheriai*” does not appear to have existed, but an inscription from Beroia records a transaction that does seem to be cognate with Neaira’s manumission and that proposed by Epikrates.¹⁴⁶ Three slaves “paid” their owner “on condition of freedom,” (κατέβαλον ἐπ’ ἐλευθερίαι), a phrase that bears close likeness to those seen at Hyp. 3.5 [col.ii] ([τὸ] ἀργύριον ἐπ’ ἐλευθερίᾳ καταβαλεῖ[ι]ς) and [Dem.] 59.32 (κατατίθῃσιν αὐτῆς τὰς εἴκοσι μνᾶς τῷ Εὐκράτει καὶ τῷ Τιμανορίδᾳ ἐπ’ ἐλευθερίᾳ καὶ ἐφ’ ᾧ ἐν Κορίνθῳ μὴ ἐργάζεσθαι). Unlike Neaira and the others, these three were subject to *paramone* (*I.Beroia* 45):

κατέβαλον ἐπ’ ἐλευθερίαι Κόσμος,

5 Μαρσύας, Ὀρτυξ, Ἀττίνας Ἀλκέτου αὐτοὶ ὑπὲρ αὐτῶν ^{vac.}
καὶ τῶν γυναικῶν ^{vac.} Ἀρνίου, Γλαύκας, ^{vac.} Χλιδάνης,
καὶ τῶν παιδίων τῶν τε νῦν ὄντων καὶ ἂν τινα ὕστερον
ἐπιγένηται καὶ τῶν ὑπαρχόντων αὐτοῖς πάντων ἐκάσ-
του χρυσοῦς πεντήκοντα ^{vac.} καὶ <Α>σπαζᾶτις ὑπὲρ αὐ-
10 τῆς καὶ τῶν ὑπαρχόντων κατέβαλεν χρυσοῦς
εἴκοσι πέντε, παραμείνασιν δὲ αὐτοῖς παρὰ ^{vac.}
Ἀττίνας ἕως ἂν Ἀττίνας ζῇ καὶ ποοῦσιν ὅ τι ἂν Ἀτ-
τίνας προστάσῃ, παθόν<τος> δὲ Ἀττίνα ἐξέστω ἀπιέναι
οὔ ἂν βούλωνται. ^{vac.} μὴ ἐξέστω δὲ Ἀλκέται μηδὲ τῇ Ἀλ-
15 κέτα γυναικὶ μηδὲ τῶν Ἀλκέτα ἐγγόνων μηδὲ Λαρέ-
ται ἐφάψεσθαι τούτων μηδὲ τῶν γυναικῶν μηδὲ
τῶν παιδίων μηδὲ Ἀσπαζάτιος, μηδὲ ἄγειν εἰς δου-
λείαν, μηδὲ τῶν ὑπαρχόντων αὐτοῖς παρελέσθαι μηδὲ [ν]
π[α]ρϋρέσει μηδεμιᾶ μηδὲ ἄλλῳ ὑπὲρ τούτων· εἰ δὲ μή,
20 ἐλεύθεροί τε ἔστωσαν καὶ ὁ ἄγων εἰς δουλείαν ἀποτινέτω
καθ’ ἕκαστον ^{vac.} σ<ῶ>μα χρυσοῦς ἑκατὸν καὶ τῷ βασιλεῖ ^{vac.}
ἄλλους ἑκατὸν ὑπὲρ ἐκάστου σώματος καὶ ἂν τι ἐκ [τ]ῶ[ν]

25 ὑπαρχόντων αὐτοῖς παρέλγεται, ἀποτινέτω τὴν ἀξι-
 αν διπλὴν οὗ ἂν παρέλγεται ἀπ' αὐτῶν· εἰ δὲ μὴ παραμένω-
 σι μηδὲ ποιῶσιν ὅ τι ἂν Ἀττίνας προστάσῃ καὶ αὐτοὶ καὶ αἱ
 γυναῖκες καὶ τὰ παῖδ' αὐτῶν, ἕως ἂν Ἀττίνας ζῇ, τῷ μὴ ποιοῦντι
 ἄκυρος ἔστω ἡ ἐλευθερία αὐτῶν.

Kosmos, Marsyas, and Ortyx paid Attinas, daughter of Alketas, on condition of freedom, themselves on behalf of themselves, and on behalf of their wives, Arnias, Glauka, and Chlidane, and their children, both those who exist now and if any is born later, and for all that belongs to them, fifty gold staters each. And Aspazatis paid on behalf of herself and and her belongings 25 gold staters. And it shall be possible for them, after they have remained with Attinas for as long as Attinas lives, and do whatever Attinas commands, and when Attinas dies, to depart wherever they wish.

[14] But it shall not be possible for Alketas nor Alketas' wife nor Alketas' offspring, nor Lareta to lay hands on them, or their wives, or their children, or Aspazatis, nor to lead (them) into slavery, nor to seize any of their belongings on any pretext, nor for another (to do so) on their behalf. Otherwise they shall be free and the one who leads them into slavery shall pay as a fine for each person 100 gold staters, and to the king another (100) each for each person, and if one seizes anything from their belongings he shall pay as a fine twice the value of whatever he seized from them.

[24] If they do not remain and do whatever Attinas commands—both they and their wives and children—so long as Attinas lives, then for him who does not perform the freedom shall then be invalid.

Here too, the legal action is unambiguously neither sale with *paramone* (ἀπέδοτο ἐφ' ὧν τε
 ἐλευθέρους εἴμεν, παραμεινάτωσαν δέ), nor dedication (ἀνατίθητι δούλῳ παραμείναντας), nor
 even, by itself, manumission with the same (ἀφῆκεν ἐλευθέρους παραμείναντας). Let's not assign an
 official-sounding designation like 'payment on condition of freedom.' This is a contract under which
 slaves pay owners money on condition of mutual performance: slaves are to remain by their master, as
 slaves, for the duration of her life, and upon her demise they are to be free, presumably made so by their
 owner's heir. If this arrangement were contracted without stipulation of *paramone*, it would look similar
 to the other two cases in which someone "paid" money "on condition of freedom." The three slaves are
 to be permitted, "after they have remained" (παραμείναισιν) with Attinas, "doing" (ποιοῦσιν) her
 bidding, to leave. Here again, we find the same careful articulation of the transaction's order of events:
 first, payment on condition of subsequent manumission, then, *paramone* performed in a state of
 servitude, and finally, manumission upon death of the person to whom service is owed. This

Macedonian text seems to give us our third example of a transaction in which cash was paid on condition of subsequent manumission, where the operation was not bundled with a sale, dedication, or an explicitly named manumission. This one stipulated *paramone*; the other two, Neaira's and the perfumery workers', did not.

Paramone, such as we find at Delphi and elsewhere, was simply slave labor with a defined sunset that was inscribed as a condition either of a legal act that facilitated manumission—whether sale, dedication, or testamentary disposition—or a manumission *per se*. Neither Neaira nor Athenogenes' slaves faced anything like that. Athenian law does appear to have entitled manumittors to make certain demands of their freedmen. But we scarcely know what these were and it is a leap to equate the freedman's obligation to his manumittor with a legal state of half-slavery. For all we know, as Harrison observed of the Athenian requirement not to depart from a manumittor, "It may be that this phrase implies no more than that the laws imposed on the freedmen the duty of doing all those things which he had agreed to do at his manumission,"¹⁴⁷ not working in Corinth, for example.

And while Neaira's social liabilities, as a former slave, prostitute, woman, and alien, may have been significant, it is a mistake to think that the law imposed a formal disability as a direct and default result of her manumission. Phrynion brought legal action against Stephanos for two alleged wrongs: that Stephanos had removed Neaira to freedom unlawfully and that Stephanos had received the goods that she had allegedly stolen from Phrynion.¹⁴⁸ Their associates persuaded them to go to binding arbitration, and the arbitrators ruled as follows ([Dem] 59.45–46):

τὴν μὲν ἄνθρωπον ἐλευθέραν εἶναι καὶ αὐτὴν αὐτῆς κυρίαν, ἃ δ' ἐξηλθεν ἔχουσα Νέαιρα παρὰ Φρυνίωνος χωρὶς ἱματίων καὶ χρυσίων καὶ θεραπαινῶν, ἃ αὐτῇ τῇ ἀνθρώπῳ ἡγοράσθη, ἀποδοῦναι Φρυνίωνι πάντα· συνεῖναι δ' ἑκατέρῳ ἡμέραν παρ' ἡμέραν· ἐὰν δὲ καὶ ἄλλως πῶς ἀλλήλους πείθωσι, ταῦτα κύρια εἶναι· τὰ δ' ἐπιτήδεια τῇ ἀνθρώπῳ τὸν ἔχοντα ἀεὶ παρέχειν, καὶ ἐκ τοῦ λοιποῦ χρόνου φίλους εἶναι ἀλλήλοις καὶ μὴ μνησικακεῖν.

That the woman be free and under her own authority, but that those things that Neaira had in her possession when she left Phrynion, except for the clothing, gold, and servant-girls, which had been purchased for/by the woman herself, she is

to return to Phrynion in full. And that she is to be with each man day-for-day (i.e. in alternation). And that if they persuade each other in some other way, that shall be binding. That the man who keeps her is to provide necessities to the woman, and that they are to be friends with each other in future and not ‘remember ills.’

Apparently, this is what they then did, at least for a time ([Dem] 59.48):

ὥς δ' ἀπηλλαγμένοι ἦσαν, οἱ παρόντες ἐκατέρω ἐπὶ τῇ διαίτῃ καὶ τοῖς πράγμασιν, οἷον οἶμαι φιλεῖ γίγνεσθαι ἐκάστοτε, ἄλλως τε καὶ περὶ ἐταίρας οὔσης αὐτοῖς τῆς διαφορᾶς, ἐπὶ δεῖπνον ἦσαν ὡς ἐκάτερον αὐτῶν, ὁπότε καὶ Νέαιραν ἔχοιεν, καὶ αὐτῇ συνεδείπνει καὶ συνέπινεν ὡς ἐταίρα οὔσα.

And when they had been reconciled, those who were present for each party at the arbitration and proceedings—the sort of thing that I reckon tends to happen on all such occasions, and especially when people have a dispute concerning a *hetaira*—went to dinner at each man’s home, whenever each had Neaira, and she here always ate with them and drank with them, prostitute that she is.

If this case had gone to trial such an outcome would have been impossible. We are not certain whether such prosecutions were brought against the free person who removed the alleged slave to freedom, the alleged slave, or—somehow—both.¹⁴⁹ If one sued the ‘remover’ then if Stephanos was found to have rescued Neaira unlawfully he would have been subject to penalty and she would have been remanded to Phrynion, as a slave. If Stephanos was acquitted, then neither he nor Neaira could have been subject to judicial sanction. If one prosecuted the slave, then if Neaira was found to be a slave, she would have returned, in that state, to Phrynion; but if she was acquitted then there would have been no penalty phase and so no legal mechanism by which to compel her to do anything.

But this ruling was not issued by a jury, or anything like one. Jurors swore to vote in accordance with the laws; arbitrators did not. Women could not testify in court, but arbitrators could hear their stories. Juries listened to one or more pairs of prepared speeches and then voted to convict or acquit; arbitrators participated in discussions and then actively framed a course of action that disputants could tolerate. Jurors were numerous enough to be, as a group, arms-length from litigants; arbitrators were meant to be partisans, friends. A jury of Athenian males might have wished to attend parties with the famous and desirable Neaira, but the courts provided no mechanism to make that wish come true. Arbitration did. The ruling that Neaira should be free and yet compelled to split her time and body

between two men, neither of whom owned her, underscores the grotesque reach of Athenian misogyny and the social disability suffered by women, but says nothing about formal judicial recognition of half-freedom or that such was the byproduct of manumission. At Athens, the rulings of private arbitrators were inescapable, beyond appeal, like the terms of a valid contract. The terms of Neaira's manumission limited her freedom of movement by preventing her from working in Corinth, but that did not make her half-free. Neither did the arbitrators' ruling; they imposed conditions that an Aristotle might have found incompatible with freedom. Arbitration could do that. As a woman, as a prostitute, as a former slave, Neaira may have been more susceptible than some to such rulings. But this was a feature of Athenian gender inequality, and while it had clear and deep legal ramifications, it was not a formal legal disability generated by the act of manumission. An extra-judicial panel of citizen friends whose charge is to find compromise within the bounds of normative social hierarchies might treat her in ways considered incompatible with liberty (a legal contract for debt-bondage could do the same). But the verdict of a random selection of unknown peers sworn to vote up or down in strict accordance with the laws could recognize her as slave or free and nothing in between.

The kind of half-freedom that is thought to have been imposed in fourth-century Athens, under a mechanism whose name is unknown but whose legal basis was cognate with that of Delphic "sacral fictive sales" with *paramone*, did not exist. That is a fiction.¹⁵⁰

Paramone and bound labor

Two bodies of material show a different legal construction of *paramone*. First there are the contracts most often attested on papyrus in the Roman imperial period, in which a free person received prepayment for services to be rendered and then subordinated himself to the creditor in a form of debt-bondage,¹⁵¹ "working off a debt," as Harpocration and Menander might have put it.¹⁵² Such bondage was, in a way, similar to slavery, but "similar" is not "same." To contract *paramone* in Egypt was not to

forfeit one's legal status as a free person; it was to bind oneself temporarily to another, which was neither illegal nor slavery. Perhaps such, like debt-bondage, was "sort of" slavery, on the comic stage.¹⁵³ Not in law though.

From Kalymna we have several dozen records of manumission, all from the first half of the first century after Christ. These were the not legal instruments of manumission themselves, but records of them. In a dozen or so cases slaves were freed without *paramone*. Some were simply set free, one on condition that she be her manumittor's freedwoman alone, another that he be no one's freedman.¹⁵⁴ Some were freed on the condition that they rear one or more children for their manumittors.¹⁵⁵ Most were freed "in accordance with the freedmen laws" (ἀπελευθερωτικοὶ νόμοι); one was explicitly released from the "freedmen conventions" (ἀπελευθερωτικὰ δίκαια), which may have included some or all of the practices and regulations laid out in the "freedmen laws."¹⁵⁶ We do not know precisely what these laws were or did, but they may have defined services that manumittors were entitled to claim from their freedmen. And possibly the heritability of such as well, for the stipulation that a freed slave be no one's freedman or the freedman of the manumittor alone, seems have been meant to short-circuit a convention under which freedmen owed obligations to their manumittors's heirs, or even beyond.

The bulk of manumissions from Kalymna stipulated *paramone*, under two distinct formulas. In more than a dozen cases slaves were freed roughly as follows (e.g. *Tit. Cal.* 154.1–3): ἀφέθη [ἐλ] | ευθέρᾱ Νικομήδεα ὑπὸ Διοκλεῦς καὶ Φιλαίων[ος, πα] | ραμίνασα, "Nikomedea was set free by Diokles and Philaion, after she has remained."¹⁵⁷ We have seen this construction already, with sales, dedications, testamentary and proclaimed manumissions. The aorist participle indicates that the slave was to be free after having performed *paramone*; that the legal act of manumission would not be fully executed until completion of service. In some of these cases, a freed slave was, upon the manumittor's death, to be "no one's freedman."¹⁵⁸ *Paramone* could be coextensive with an obligation to rear one or more children for manumittor(s) or their designee(s).¹⁵⁹ Slaves who did not remain could be required to

pay reparations (ἀναφορά).¹⁶⁰ It is not stated whether this payment was a straightforward fine or a commutation of servitude. Either way, practice here was more liberal than at Delphi, where failure to remain could result in beating, nullification of the sale and therefore the prospect of manumission, or even punitive re-sale; nothing like that is attested at Kalymna. But on the sequence of events implied by this formula we do find clear agreement: first *paramone* and then freedom.

Some two dozen manumissions, however, stipulated *paramone* with a different formula. Here, a master “freed” (most often ἡλευθέρωσεν)¹⁶¹ a slave “on condition that she will remain” (ἐφ’ ὥστε παραμενεῖ) with her manumittor or designee for the duration of their lives,¹⁶² often with the requirement to rear one or more children.¹⁶³ Here too, we find the occasional term-limitation of a freedman’s obligation to his manumittor or designee.¹⁶⁴ Some released freed slaves from the “freedmen procedures.”¹⁶⁵ In short, the menu of attachable conditions is essentially the same as above. But if the several options were the same, the underlying procedure, I propose, was not. We might expect the two formulas, “ἀφέθη X ὑπὸ Y” and “Y ἡλευθέρωσεν X,” to have been interchangeable. But while we find “ἀφέθη X ὑπὸ Y παραμείνας” and “Y ἡλευθέρωσεν X ἐφ’ ὥστε παραμενεῖ,” the elements of these expressions are almost never mixed. Thus, “ἀφέθη X ὑπὸ Y ἐφ’ ὥστε παραμενεῖ” appears once,¹⁶⁶ but “Y ἡλευθέρωσεν X παραμείναντα” is unattested. This is not a coincidence, I urge, but a reflection of two distinct procedures. Under the one described by the formula “Y ἡλευθέρωσεν X ἐφ’ ὥστε παραμενεῖ,” a master manumitted a slave on condition that the newly minted freedman remain with the master. So, Phileinos “made Tyche free, on condition that she rear a two-year old male slave for Phileinos and remain by Phileinos son of Theuphilos and Kallistrate, daughter of Theuphamos, son of Piston, who raised her, on condition that she will remain ... not ungraciously, and will do all that is commanded, as many things as she used to do (ἐποίει) also as a slave, till the end of their lives.”¹⁶⁷ This states clearly that Tyche used to be a slave and now performed *paramone* as a freedwoman. Thus, some manumissions from Kalymna broke with the tradition that we see elsewhere (and earlier) and imposed

paramone on freedmen; they were in this regard partly compatible with scholarly consensus, in a way that very few manumissions were.

If this suggestion is accepted, then we find at Kalymna a neatly articulated range of possible implementations of manumission with and without *paramone*, arranged here in roughly descending order of liberality.

Manumission without *paramone*

- Manumission with release from “freedmen procedures.” This was the most unrestricted form of manumission and is attested but once.¹⁶⁸ In practical terms, though, it may have differed little from manumitting a slave as “no one’s freedman.”¹⁶⁹ For, if the laws and procedures governing freedmen largely defined their obligations to their manumittors, then to be no one’s freedman was to escape the reach of these regulations. This was, in effect, to be like Neaira in Athens, or Athenogenes’ slaves, if he had manumitted them, or the slaves freed via the philosophers’ wills.
- Manumission in accordance with the freedmen laws, on condition that the former slave be the manumittor’s freedman alone (*Tit.Cal.* 170, 181). This prevented the manumittor’s heirs from claiming a right to services from any of his freedmen. Inclusion of this condition suggests that heritability of claims to a freedman’s service was the default presumption.
- Manumission (in accordance with the freedmen laws), with child-rearing requirement (*Tit.Cal.* 158, 160, 165(?), 176b).

Freedom, then *paramone* (Υ ἡλευθέρωσεν Χ ἐφ’ ὧτε παραμενεῖ)

- Manumission followed by *paramone*, with release from the “freedmen procedures” (*Tit.Cal.* 184 [also carries child-rearing obligation], 206[?]) This made a freedman subject to the requirements defined in the legal instrument that imposed *paramone*, but immune from whatever default obligations were imposed by law.
- Manumission followed by *paramone*, with stipulation that freedman status shall cease with the death of the manumittor(s) or designee(s) (*Tit.Cal.* 171, 172, 176a, 177, 192a, 194, 198). This fixed the term for *paramone* and for a freedman’s default obligations.
- Manumission followed by *paramone*, with child-rearing requirement and with stipulation that freedman status shall cease with the death of the manumittor or designee (*Tit.Cal.* 171, 176a).
- Manumission followed by *paramone* (*Tit.Cal.* 173, 180, 193 [includes free movement, “sailing in and out”], 195, 196a, 202, 206, 207). Here the term of the freedman’s obligations to his manumittor or designee appears to be unlimited (except inasmuch as the freedmen laws may have imposed limits).
- Manumission followed by *paramone*, with child-rearing requirement, without defined term for freedman’s obligations (*Tit.Cal.* 155, 174, 175, 179, 183, 184 [requires child-rearing but releases freedwoman from “freedmen procedures”], 191, 194, 197).

Paramone, then freedom (ἀφέθη X ὑπὸ Y παραμείνας)

- Manumission on condition of prior *paramone*, with stipulation that freedman status shall cease with the death of the manumittor or designee (*Tit. Cal.* 153, 164, 187a).
- Manumission on condition of prior *paramone*, with child-rearing requirement and with stipulation that freedman status shall cease with the death of the manumittor or designee (*Tit. Cal.* 156, 157).
- Manumission on condition of prior *paramone*, without defined term for obligations to manumittor (*Tit. Cal.* 152, 154, 159, 178).
- Manumission on condition of prior *paramone*, with child-rearing requirement, without defined term for obligations to manumittor (*Tit. Cal.* 161, 163, 166, 187b, 199, 200).

Segré suggested that there was in effect one basic procedure; that the ‘freedmen laws’ required *paramone* and rearing of children as a matter of course, so that to manumit simply “in accordance with the freedmen laws” was to require both, whether the document of record stated as much or not.¹⁷⁰ But a number of features suggest that this might not be right. First, there is no reason to think that *paramone* was the default assumption in all manumissions; it certainly was not at Delphi, where we know most, or indeed anywhere else. At Kalymna, manumissions that require rearing of children almost always stipulate *paramone* as well,¹⁷¹ but manumissions that stipulate *paramone* do not always stipulate child rearing. The difference could easily arise from the fact that the two requirements were *not* linked by default. Moreover, at least one manumission does not stipulate *paramone*, but does require child rearing in addition to “the other things in accordance with the laws on *apeleutheriosis*.”¹⁷² This suggests that child rearing was not among the default obligations that freedpersons owed their manumittors. Most, importantly, though, Diophantos “freed a slave Agathopous, who has been released from the *apeleutherotika dikaia*. And he will remain by his birth mother Akte for the duration of her life, or else pay her 300 denarii;”¹⁷³ if it was possible for Agathopous to be released from the legal procedure applying to freedmen and yet be subject to *paramone*, then *paramone per se* cannot have been the default obligation that a freedman owed a manumittor. These factors, along with the apparent differentiation of formulaic expressions, suggest that two different implementations of *paramone* existed

at Kalymna. In about a quarter of all manumissions from Kalymna, *paramone* worked the way it did at Delphi and nearly everywhere else in the epigraphic record: it was performed by slaves, for whom execution was the ticket to subsequent manumission. In roughly half of the manumissions, *paramone* was performed by freedmen who were obliged to serve as a condition of prior and complete manumission.

If this is the case, then some of the more complex manumissions from Kalymna make good sense. For example, Epicharis freed a slave Isidotos “on condition that he will remain with her and her husband Neikephoros for the duration of their lives; but after their deaths he will raise a male slave, for each of her children, Doras and Onesime, or else pay a fine of 50 denarii. ...But he will be a freedman of Doras and Onesime alone.”¹⁷⁴ Isidotos was compelled under the terms of his manumission to remain with his manumittor and her husband. We do not know precisely what ‘remaining’ entailed, but it came to a close with the death of Epicharis and her husband. At that point her children inherited the right, presumably as defined in the ‘freedmen laws’, to claim certain services from Isidotos, including any obligation defined under the terms of manumission; in this case, that meant a duty to rear two male children. But, by stipulation of the manumission, all claims to such service ended there and were not disposable to the grandchildren of the manumittor. First manumission, then *paramone*, then obligations as freedmen, and then liberty without such obligations.

It is tempting to equate the “freedmen laws” with the Athenian rule that required a freed slave to register his manumittor as *prostates*, from whom the freedman could not ‘depart.’ But we scarcely know what this meant at Athens, and if we are right that at Kalymna *paramone* and child-rearing were not merely the default requirements of these freedmen laws, then the fact is that we scarcely know what these laws meant at Kalymna. We do not know whether the laws permitted re-enslavement, such as we find at Athens, but the manumissions from Kalymna do seem to be more liberal than what we find at Delphi. There is no hint of a threat of re-enslavement in any of the inscriptions from Kalymna. In no

case is a freedman's liberty treated as conditional in the sense of revocable. Moreover, in no case is a freedman's liberty treated as partial. No manumission with *paramone* of either sort (in fact, no manumission at Kalymna, period) permits beating or any punishment befitting a slave—none permits anything but monetary fine. As far as these inscriptions show, at Kalymna, as elsewhere, a person was either free or a slave; not one of the freedmen produced there appears to have been conditionally free, half-free, or anything like that. What distinguishes manumission at Kalymna is that by uncommon convention *paramone* could either precede manumission, as was the case at Delphi, Athens, Boiotia, and numerous other places, or else follow it, which is rare and more akin to later service contracts from Roman Egypt than earlier manumissions from anywhere else. Practice at Kalymna shows procedural variation and may have given slaveowners and slaves more options to negotiate. But it did nothing to alter the fundamental and widespread legal conception of liberty and servitude as binary states.

Conclusion

The variety of mechanisms by which ancient slave owners manumitted their slaves with *paramone*—whether sale, dedication, will, or outright manumission—were not elaborate fictions, but orderly procedures that show a remarkable similarity over time and space with regard to their conception of liberty, service, and the compatibility of the two. In nearly all cases, those who performed *paramone* did so in full legal servitude, as Bloch and some of the earliest students of these texts suspected a century ago. The philosophers' wills recorded in Diogenes Laertius are consistent with the epigraphic evidence. The mechanism that we hear of twice in Athenian literary sources bears little resemblance to the vast majority of sales, dedications, and manumissions with *paramone* that survive on stone, although a version of it may be attested in an inscription from Hellenistic Macedonia. A couple dozen manumissions from Kalymna do appear to impose *paramone* on freedmen, which stands in contrast to the vast majority of manumissions with *paramone*, but is at least partly consistent with scholarly

consensus; even these, however, do not treat liberty as conditional or halved. None of these sources shows any indication that Greek polities recognized a legal state of half-freedom, half-slavery, or any such hyphenated oddity.

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¹ Welles 1956: 316.

² Mulliez 1992.

³ Hopkins 1981: 137. Westermann 1945, 1946, 1948, 1955; Finley 1981: 116–132 [= 1964, 1960]. Calderini 1908 had already concluded that *paramone* was served in a state of partial freedom. See Darmezin 1999: 211–212.

⁴ Kamen 2013, including a chapter (3) devoted to “Freedmen with Conditional Freedom.”

⁵ Zelnick-Abramovitz 2005: 244; she continues, “the slave became free—that is, his or her own master—but remained in the possession of the former master. To be in the possession or partial ownership of another person meant that the manumitted slaves still belonged to their manumitters.” This view is not far from a much earlier tradition that held that slaves freed on condition of *paramone* were freed but not yet free, manumitted but with their freedom suspended or withheld. Dareste, Haussoulier, Reinach, *IJG* II 275, “l’affranchi sous condition suspensive n’en est pas moins un affranchi; l’acte de vente lui a conféré *hic et nunc* certain droits; il est *loco servi*, non *servus*.” Samuel 1965 argued that the Delphic sales made slaves fully free in law, and that they then entered into contractual *paramone*, like that of the labor contracts preserved on papyrus from the Roman imperial period. But even this is not so different from current consensus. The various forms of *paramone* such as we find in Roman Egypt show an interesting analogous contractual arrangement but do little to clarify the legal status of slaves freed on condition of same.

⁶ Finley 1981: 144. Similarly, e.g. Hopkins 1981: 144: “the slave was first explicitly given full freedom, then contractually constrained;” Gibson 1999: 43, on *SGDI* II 1752: “In this inscription the tension between the *paramonê* clause and the declaration of Europa’s freedom runs high. The statement of Europa’s freedom is immediately followed by a restrictive *paramonê* clause in which she is to do all that is asked of her by Aristion. If Europa should fail in any respect, she is liable to punishment by Aristion or anyone he should appoint. After the terms of punishment, the inscription states that upon Aristion’s death, Europa will be free. But Europa has already been declared free in line 3! This repetition raises the possibility that Europa was not considered truly free until she completed the *paramonê* stipulations.”

⁷ Kamen 2014: 285–286.

⁸ Garlan 1988: 79.

⁹ Bloch 1914: 27–31, following an earlier and almost universally rejected idea, which began with Boeckh and held that slaves performed *paramone* in anticipation of future manumission, rather like a slave who knew that his manumission was written into his owner's will. See Samuel 1965: 222–228 for a history of interpretation. Albrecht 1978: 154–200 argued that a minority of slaves bought their freedom with their labor, working in servitude till their masters' death (here, building on Bloch), while the rest borrowed from their masters the cost of their freedom and then worked off the debt, remaining in a state of half-liberty (here, consistent with current consensus). But cf. Kränzlein 2010: 116–120, 121–130.

¹⁰ Darmezin 1999: 213, even suggests that the variety of competing interpretations of the freed slaves' legal status “montrent à l'évidence que les actes d'affranchissements eux-mêmes ne permettent pas de parvenir à une conclusion ferme et définitive.” Weird and insoluble.

¹¹ Mulliez 1992: 39. We do find change over time within the corpus, concerning archiving and control mechanisms, prices, incidence of *paramone*. See especially Hopkins 1981: 133–170 *passim*. The fundamental construction of the transaction and its conditions, however, are remarkably stable. Diachronic arguments may be premature before the publication of *CID V*.

¹² For an overview see Mulliez 1992; on archiving the transactions, see Harter-Uibopuu 2013: 281–294.

¹³ The dedications at Leukopetra are often conceived of as ‘manumissions.’ See, for example, Youni 2005; but the ancient actors appear to have thought them real and proper dedications, which was not incompatible with such dedicatees being “slaves within the sacred boundaries of the sanctuary and free men (but by no means citizens of any community) in the outside world”: Riel 2001: 144–147. See also Chaniotis' remarks at *SEG LV* 698.

¹⁴ Albrecht 1978: 169–176, argued that, where receipt of payment is not indicated and the records do not explicitly state that a slave is to be free after the former master's death, those who served *paramone* continued on as slaves, in effect working off the price of their sale. Whether he is right about this or not, it is clear that a wide variety of payment plans were deployed; some slaves raised funds via *eranos*; some were required to make supplementary payment after completion of *paramone*. It is not at all clear that the payment plan had any direct effect on the legal status of the slave.

¹⁵ Aristion sold Apollonios at once to Apollo Pythios and Asklepios at Amphissa (*SGDI* II 2202), on which Zelnick-Abramovitz 2005: 97, notes, “The fictitious nature of manumissions by a sale to a god can be inferred from an inscription from Delphi (*BCH* 17, 1893, 360–1, no. 38), in which a citizen of Delphi sells a slave to Apollo in Delphi *and* to Asclepius in Amphissa; Even by the loosest legal interpretation it is impossible to understand this double sale.” But Neaira was owned by two men: [Dem.] 59.30–32. The prostitute over whom the speaker of *Lys.* 4 and his opponent fought, may have been jointly owned. If gods are persons and persons may jointly own, then gods may jointly own.

¹⁶ Constructions of the phrase vary considerably: Westermann 1948: 58: “on the consideration that s/he is free;” Hopkins 1981: 142: “on condition that s/he is free;” Kamen 2014: 288: “in order that s/he be free;” Gibson 1999: 39, 42: “as a result, he is to be free,” “according to which she is to be free.”

¹⁷ E.g. *SGDI* II 1713.2–5: ἀπέδοτο τῷ θεῷ Ζε|ναίνετος Π[α]τρώνδα παιδάριον ὧ ὄνομα Ἡράκλειτος, τιμᾶς ἀργυ|ρίου μνᾶς, καθὼς ἐπίστευσε Ἡράκλειτος τῷ θεῷ τὰν ὠνάν, | ὥστε ἐλεύθερος εἶμεν καὶ [ἀ]νέφαπτος τὸν πάντα χρόνον {ον}; II 1728.3–6; *FD* III.6 31.3–7.

¹⁸ *IG* II² 2496.2–17: κατὰ τάδε ἐμίσθωσαν [*names of eight lessors*] τὸ ἐργαστήριον τὸ ἐν Πειραεῖ καὶ τ|ὴν οἴκησιν τὴν προσοῦσαν αὐτῷ | καὶ τὸ οἰκημάτιον τὸ ἐπὶ τοῦ κοπρῶνος εἰς τὸν ἅπαντ|α χρόνον Εὐκράτει Ἐξηκτίου Ἀφιδναί<ω> δραχμῶν ϜϜϜϜ το|ῦ ἐνιαυτοῦ ἐκάστου ἀτελὲς ἀπάντων, ἐφ’ ὧτε διδόν|αι τὰς {ς} μὲν ΔΔΔ ἐν τῷ Ἑκατονβαιῶνι τὰς δ’ εἴκοσι καὶ | τέτταρας ἐν τῷ Ποσιδεῶνι, ἐπισκευάσαι δὲ τὰ δεόμε|να τοῦ ἐρ<γ>αστηρίου καὶ τῆς οἰκήσεως ἐν τῷ πρώτ|ω ἐνιαυτῷ; 2492.1–9: κατὰδε ἐμίσθωσαν Αἰξωνεῖς τὴν Φελλεῖδα | Αὐτοκλεῖ Αὐτέου καὶ Αὐτέαι Αὐτοκλέους τετ|ταράκοντα ἔτη, ἑκατὸν πεντήκοντα δυοῖν δρ|αχμῶν ἕκαστον τὸν ἐνιαυτόν. ἐφ’ ὧτε καὶ φυτε|ύοντα<ς> καὶ ἄλλον τρόπον ὃν ἂν βούλωνται· τὴν δ|ἐ μίσθωσιν ἀποδιδόναι τοῦ Ἑκατομβαιῶνος μη|νός, ἐὰν δὲ μὴ ἀποδιδῶσιν εἶναι ἐνεχυρασίαν Αἰ|ξωνεῦσιν καὶ ἐκ τῶν ὠραίων τῶν ἐκ τοῦ χωρίου καὶ | ἐκ τῶν ἄλλων ἀπάντων τοῦ μὴ ἀποδιδόντος; 2491.6–9: ἐφ’ ὧτε τῇ|[ν ἐ]νναίαν (*SEG* XXI 642) τὴν ἐκκ τ|[ο]ῦ χωρίου ἅπαντος | ἑαυτῶν εἶναι; 2759.2–9: ἐργαστη]ρίο κ[αὶ κή|π]ου καὶ τῆς προσούσης [κρήνη] |ς τῷ κηπιδίῳ ὑποκειμ[έ] | νων δραχμῶν ΗΗΗ ἐφ’ ὧ[ι] | τε ἔχειν καὶ κρατ[εῖν τὸν] | ὑποθέμενον [κατὰ συνθή] | κας τὰς κειμ[έν]ας παρὰ Σ|είμαλον.

¹⁹ Zelnick-Abramovitz 2009: 304–306. The elder Demosthenes proclaimed from his deathbed that his slave Milyas was free (Dem. 29.25–26). Excessive public proclamation in the theater was apparently banned at Athens (Aesch. 3.41, 44). In some places, Thessaly in particular, the state had a visible role in the recording of manumissions; see Zelnick-Abramovitz 2013. Elateia too: Zachos 2007.

²⁰ E.g. *I.Apollonia* 385: πρυτανεύον[τ]ος Φαλά|κρου, μηνὸς δευδέκατος | ἀφῆκε Γλαυκίας Κλεοπ|άτραν, ἴμεν ὅπα λῆν, | ἐλευθέραν; Darmezine, *Affranchissements* 136: [Ε]ὐρυμείλω ἄρχον|τος, ἀφίειτι Σά|ων Ἀτ[έ]αν ἐλεύ|θερον ἐναντία | τῷ Ἀσκληπιῷ | κῆ τῷ Ἀπόλλων|ος· φίστορες Ἀν|τι[μέ]νων, Ἄσιος, | Ἀθανόδωρος, | Εὐφραστος. The brief verbal quality of manumission, at its simplest, is similar to Athenian *engye*, under which a *kyrios* pledged a woman under his authority to another man, and the man indicated acceptance; see Men. *Dysk.* 842–844: ἀλλ’ ἐγγυῶ παίδων ἐπ’ ἀρότῳ γνησίῳν / τὴν θυγατέρ’ ἤδη μεираκίον σοι προῖκά τε / δίδωμ’ ἐπ’ αὐτῇ τρία τάλαντα; also *P.Oxy.* XXXI 2533.4–6: σοὶ δ’ ἐγγ]υῶ ταύτην, ἐμαυτοῦ θυγατέρα, / ὧ Μοσχί]ων, παίδων ἐπ’ ἀρότῳ γνησίῳν· / τὴν προῖκα δ’ αὐτὸς οἶσθα.

²¹ On exchange of nominative and accusative in this construction: Lejeune 1940: 13–38.

²² E.g. *SGDI* II 1767.20–22: εἰ δέ τις | κα ἄπτηται ἐπὶ καταδουλισμῷ Ἀφροδισί[ας] | ἢ Μνασοῦς τε[λ]ευτασάσας Μελισσίδος, βέ|βαιον; 1719.14, 1752.8, 1757.13–14, 1775.23–24, 1830.17–19.

²³ *SGDI* II 1916.10–12: [ε]ἰ δ[έ] τις κα ἄπτηται Σωσίνεος διελθόντος τοῦ χρόνου | ἐπὶ καταδουλισμῷ, βέβαιον παρεχόντῳ τῷ θεῷ τὰν ὦνὰν ἅ τε | ἀ[ποδο]μέ[να Α]ἰνῆσιον καὶ οἱ βεβαιωτῆρες κατὰ τὸν νόμον.

²⁴ *FD* III.3 313.11–13: εἰ δέ τις ἐφάπτοιο τῶν προγεγραμ|μέ[νω]ν σωμάτων μετὰ τὸ τᾶς παραμονᾶς βέβαιον παρεχόντῳ τῷ θεῷ τὰν ὦνὰν ἅ τε ἀποδομένα καὶ ὁ | βεβ[α]ιωτήρ; *SGDI* II 1807.14–17: εἰ | δέ τις κα ἄπτηται Ἰστιοῦς ἐπεὶ κα [τε]λευτάση | Φίλων, βέβαιον παρεχέτω ὁ βεβαι[ω]τήρ τῷ θε|ῷ τὰν ὦνὰν κατὰ τὸν νόμον.

²⁵ *SGDI* II 2036.13–14: εἰ δέ τις κα ἄπτηται Ἐπιμελέος ἐπὶ κατα[δουλισμῷ] | τελευτάσαντος Ἀγήσωνος ἢ καὶ πρότερον. The god’s purchase sufficed to estop any attempt at enslavement, since the individual would have been either free (after *paramone*, after Agemon’s death) or the god’s property, his slave (“before” completion of *paramone*).

²⁶ E.g. *SGDI* II 1721.6–7: εἰ δέ μὴ παραμείναι καθὼς γέγραπται, ἄκυρος καὶ ἀτελής ἅ | ὦνὰ ἔστω.

²⁷ *IG* IX.1².3 638, 12.9–13: παραμενέτω δὲ Φιλόξε|νος παρὰ Μικκίωνα, ἅς κα ζῇ Μικκίων, | ποιῶν τὸ ποτιτασσόμενον· εἰ δέ μὴ ποέ|οι, ἀτελής ἅ ὦνὰ ἔστω· εἰ δέ τί κα πάθη | Μικκίων, τόκα ἅ ὦνὰ κυρία ἔστω; also 638, 7.7–11: παραμενέτω δὲ Σωσ[.] παρὰ | Νικόστρατον, ἅς κα

ζῆ Νικόστρα[τος, ποιῶν] | τὸ ποτιτασσόμενον· εἰ [δὲ τί κα πάθη] | Νικόστρατος, τόκα ἅ ὦνὰ
[κυρία ἔστω καὶ] | ὁ βεβαιωτὴρ βεβαιούτω <τῶ> Ἀσκ[λαπιῶ].

²⁸ Only a dozen or so Delphic sales use the present imperative, and only a dozen or so from everywhere else. Use of the aorist is remarkably consistent, clearly a meaningful formula. Compare, for example, ἀποτίνω, which shows a more even distribution between present and aorist.

ἀποτεισάτω/ἀποτίσάτω returns ca.350 hits in PHI and ἀποτινέτω/ἀποτεινέτω ca.100.

²⁹ See Rijksbaron 2006: 45–46.

³⁰ On aspect in earlier Attic epigraphy see Lanérès 2000.

³¹ Zelnick-Abramovitz 2005: 265: “First of all, despite the argument advanced by some scholars that these clauses—especially when they precede a *paramone* clause—attest to the manumitted slave’s free status even while in *paramone* (see above 4.2.2), the order of the clauses in any given inscription is random and does not affect the status of the slave being manumitted.” Study of the precise order and combination of clauses throughout the archive, particularly over time, would be interesting; so far as I know, none exists. The deployment of clauses is subject to considerable variation, but is not, strictly speaking, patternless.

³² Zelnick-Abramovitz 2005: 266.

³³ *FD* III.3 329.5–7: εἰ δὲ μὴ παραμ[ένοι | Εἰσιὰς ἢ μὴ π]οιέοι [τὸ] ἐπιτασσόμεν[ον], ἐξουσίαν ἐχέτω Κλεόμαντις ἐπιτειμέων τρόπ[ω ῶ | κα θέλη καὶ ψο]φέων καὶ διδέ[ων] καὶ πωλέων; III.3 337.3–4: εἰ δέ τι τῶν προγεγραμμέ[νων] σωμάτων μὴ πειθαρχέ[οι | ἢ μὴ π]οιέοι τὸ ἐπι[τασσ]όμενον ὑπὸ Μενεκρατείας, ἐξουσίαν ἐχέτω Μενεκράτεια εἴτε κα θέλη πωλεῖν τῶν προγ[εγ]ραμμένων τι σωμάτων [πωλέουσα εἴτε κολάζουσα καὶ πλαγαῖ]ς καὶ [δ]εσμοῖς καθὼς κα θέλη. It is not said who was entitled to the money realized from this punitive re-sale.

³⁴ E.g. *FD* III.3 27.16–18: ἐξουσίαν ἐχέ|τω Μιθριδάτης ἐπιτιμῆν Γλαυκίαν τρόπῳ ῶι κα αὐτὸς θέλη πλὰν μὴ | πωλεῖν; III.3 32.8–9; III.3 174.12–13, and many other examples.

³⁵ *SGDI* II 1884.6–9: καθὼς ἐπίστευσε Θραικίδας τῶι | [θεῶι] τὰν ὦνάν, ἐφ’ ὥιτε ἐλεύθερος εἶμεν ἐπε[ί κ]ά τ[ι | πάθη Ἀ]λέξων. παραμεινάτω δὲ Θραικίδας παρὰ Ἀ|[λέξωνα τ]ὸ κελευόμενον ποιῶν πᾶν. Same at *SGDI* II 1729.6–11: καθὼς αὐτὸς | ἐπίστευσε Καλλικράτης τὰν ὦνάν τῶι θεῶι, ἐφ’ ὥιτε ἐλεύθε|ρον εἶναι καὶ ἀνέφαπτον ἀπὸ πάντων, ἐπεὶ κά τι πάθη

Πάτρων[ν]. | παραμεινάτω δὲ Καλλικράτης παρὰ Πάτρωνα ἕως καὶ ζ[ῆ] Πά|τρων, ποιῶν τὸ ποτιτασσόμενον πᾶν καὶ νυκτὸς καὶ ἀμέρας | ἀνεκκλήτως τὸ δυνατόν.

³⁶ Kamen 2013: 40.

³⁷ [σώματα] is securely restored; Kamen notes a parallel at *FD* III.3 337.2–3: παραμινάτωσαν δὲ αὐτᾶι τὰ προγ]εγραμμένα σώματα Σ[ωτη]ρίχα, Σ]ύφορον, Τρυφέρα πάντα τὸν χρόνον ἔ[ως] καὶ ζῆ Μενεκράτεια, δουλεύοντα καὶ ποιοῦντα π[ᾶν τ]ὸ ἐπιτασσόμενο[ν πᾶν τὸ δυνατόν.

³⁸ Also *FD* III.2 129.7–8: παραμεινάτω δὲ Σωσῶ δουλεύ[σασα παρὰ] ἀνεκκλήτως; II.3 337.2–3 (Greek above); *SGDI* II 2072.21–23: τὸν αὐτὸν δὲ ὄρκον ὁμοσάντω Ζένων | καὶ Πειθόλαος Μενάρχῳ παραμενεῖν παρὰ Μέναρχον ἔντε καὶ ζῶη μετὰ πάσας εὐνοίας δουλεύοντες | καὶ ποιέοντες τὸ ποτιτασσόμενον; 2092.8–10: παραμεινάτω δὲ Ζωΐλος παρὰ Γαλάτειαν ἄχρι οὗ καὶ ζῶη ποι|έων τὸ ποτιτασσόμενον πᾶν τὸ δυνατόν ἀνεκκλήτως καὶ δ[ουλεύων] | Γαλατεία. The assumption that the phrase ὡς δούλα flags an unreal condition, compelling Eusias to act *as if she were a slave*, is not new; see e.g. Finley 1981: 143: “A few of the *paramone* documents actually specify the element of servitude by saying, in one phrase or another, that the work performed shall be ‘that of a slave’, ‘slave-like’, or that a person shall serve ‘as a slave’.” Hopkins 1981: 153: “In some manumission contracts, ex-slaves were explicitly required to go on working after manumission, ‘like slaves’ (*douleuonta* – *FD* 3.3.337 cf. 6.51). Such requirements, which have parallels in Roman practice, make nonsense of the conventional dichotomy, dominant in the sociological literature, between slave and free; in the classical world, the two categories had a significant overlap.”

³⁹ *SGDI* II 2160.5–7: παραμεινά|τω δὲ Νικασίβουλος παρὰ Ἀρχωνα ἔτη τρία, δουλεύ|ων καθῶς καὶ ὥς; LSJ s.v. ὥς Aa.2.

⁴⁰ For similar precision in description of status, see *FD* III.3 311.5–11: ἐπὶ τοῖσδε ὥστε παρα[μένειν τὰ προ]γεγραμμένα σώματα [Κρ]ινο[ῖ πά]ν|τα τὸν τοῦ ζῆν αὐτᾶς χρόνον, ποιοῦντα τὸ ἐπιτασσόμενον πᾶν ἀνε]κκλήτως. εἰ δὲ τις ἀπειθέοι [τῶν] | προγεγραμμένων, ἐξουσίαν ἔχέτω Κρινῶ ἐπιτειμέ[ουσα τῶ]ι ἀπειθέοντι τρόπῳ ᾧ [κα]θ[έ]λη. εἰ | δὲ καὶ τι πάθη Κρινῶ τῶν κατ’ ἄνθρωπον, ἔστωσαν τὰ προγ[εγρ]αμμένα σώματα ἐλεύθερα, [δόντα] ἔ|καστον αὐτῶν Ἀρίστῳ τῷ υἱῷ Κρινοῦς ἀργυρίου μναῖς τρεῖς, κ]αὶ ἀνέφαπτα ἀπὸ πάντων μηθε|νὶ μηθὲν ποθήκοντα κατὰ μηδένα τρόπον. εἰ δὲ τις ἐφά[πτοιτο] τῶν ἀπελευθερισμένων σωμάτων | ἐπὶ καταδουλισμῷ, βέβαιον παρεχέτω τῷ θεῷ τὰν ὥνάν.

The “aforewritten slaves” are to remain, and then to be free, and if anyone lays hands on the “the slaves after they have been manumitted” clean title is to be furnished.

⁴¹ Others: Lerat, *Locriens de l'Ouest* I 42 lin.4–8: παραμεινάτωσαν δὲ Ζώβιος καὶ [Ονασίφορον Μενεμάχῳ] | τὸν τοῦ ζῆν χρόνον πάντα, ποιοῦντες πᾶ[ν τὸ ἐπιτασσόμενον αὐτοῖς ἅ] | γενκλήτω<ς>, καὶ **παραμείναντες** καὶ ποι[ήσαντες Μενεμάχῳ πᾶν τὸ | κα]θῆκον, ἔστωσαν ἐλεύθεροι, μηδενὶ μη[δὲν ποθήκοντες κατ] | [ἅ] μηδένα τρόπον. *FD* III.4 502.A.b.4–7: ἐπὶ τοῖσδε ὥστε ἐ[λευθέ[ραν] εἶμεν <καὶ> ἀνέ[φαπτο]ν τ[ὸ]ν ἅ[π]αντα χρό[ν]ον, [μηθεν]ὶ μηθὲν π[οθ]ήκουσ[α]ν, **παραμεί[ν]α[σ]α[ν]** | – –]EA[– – – τὸ]ν τᾶς [ζω]ᾶ[ς] χρό[ν]ον; III.6 57.5–8: ἐπὶ τοῖσδε ὥστε ἐλευ[θέραν] εἶμεν <καὶ> ἀνέφαπτον τὸν ἅπαντα χρόνον, μηδενὶ | μηδὲν ποθήκουσαν, **παραμεί[ν]α[σ]α[ν]** [πάντ]α τὸν τᾶς ζωᾶς χρόνον, μὴ ἀποτρέχουσα[ν] | μήτε νυκτὸς μήτε ἀμέρας; III.6 126.16–18: **παραμείνασαν** Δωνάτα τὸν τᾶς | ζωᾶς χρόνον εἶμεν Ζωσίμην ἐλευθέραν | καὶ ἀνέπαφον.

⁴² *SGDI* II 2084.2–10: τάδε διέθετο | Νίκων ὑπὲρ Δωρήματος, συνευδοκεούσας τᾶς θυγα[τέρος Καλλιβούλας. εἰ μὲν κα ἐπιβιώσῃ Νίκων ἔτη | ὀκτὼ ἢ πλείονα, παραμείνασαν, εἴ τί κα πάθῃ Νίκων, | ἐλευθέραν εἶμεν Δώρημα· εἰ δὲ τί κα πρότερον πάθῃ[ι] | Νίκων πρὸ τοῦ τὰ ὀκτὼ ἔτη διελθεῖν, κατενέγκαι Δώ[ρημα Καλλιβούλα] τοῦ καταλειπομένου χρόνου ἐν τ[ᾷ] | ὀκτὼ ἔτη τοῦ ἐνιαυτοῦ ἐκάστου ἀργυρίου ἡμιμναῖον, | οἰκέουσαν ἔξω καὶ κυριεύουσαν αὐτοσαντᾶς. The phrasing is choppy, but the impact of the aorist clear. If Nikon died before the eight years were up, Dorema was to be free but in debt to his daughter Kalliboula for the remaining years.

⁴³ Paid: e.g. *FD* III.3 272, 354, *SGDI* II 2200. Not: e.g. *FD* III.3 278, 302, 319.

⁴⁴ E.g. *FD* III.3 272.2–6: ἀπέλυσεν Ἡρακλείδ[ας] | Γλαυκία τᾶς παραμονᾶς Σωσίαν καὶ Φι[λάρ] | γυρον, ἀ[πο]λα[β]ῶν τὰν παραμονὰν ἀρ[γυ] | ρίου μνᾶ[ς] δέκα, ἐφ' ᾧ τε ἐλεύθεροι εἶμε[ν] | ἀπὸ πάντων τὸν πάντα χρόνον, III.3 278, 302, 319. Or else it was simply said that they were to be free (e.g. *FD* III.3 340.3–8): Με[νεκράτεα Μενεκράτεος] ἀπέλυσε τᾶς | παραμονᾶς Τρυφέραν· καὶ ἔστω Τρυφέρα | ἀπὸ τούτου τοῦ χρόνου ἐλευ[θέρα] καὶ ἀνέφαπτος ἀπὸ πᾶν | των τὸν πάντα χρόνον.

⁴⁵ *FD* III.3 318.2–6: ἀπέδο | το Θεόφιλος Εὐαμέρου τῷ Ἀπόλλωνι τῷ Πυθίῳ ἐπ' ἐλευθερίᾳ σῶμα γυναικε[ῖ] | ον ἧ ὄνομα Νικώ, τιμᾶς ἀργυρίου μνᾶν δεκατριῶν, καὶ τὰν τιμὰν ἔχει πᾶσ[αν], | καθὼς ἐπίστευσε Νικώ τῷ θεῷ τὰν ὥνάν, ἐφ' ᾧ τε ἐλευθέρα<ν> εἶμεν κα[ί] |

ἀνέφαπτον ἀπὸ πάντων τὸν πάντα βίον. 7–8: παραμινάτω δὲ Νικῶ Θεοφίλω τὸν τᾶ[ς
ζω] | ἄς αὐτοῦ χρόνον.

⁴⁶ *FD* III.3 319.2–3: ἀπέλυσε Θεόφιλος Εὐαμέρου τᾶς [πα] | ραμονᾶς Νικῶ, ἐφ’ ᾧ τε
ἐλευθέραν εἶμεν ἀπὸ πάντων τὸν πάντα χρόνον.

⁴⁷ *FD* III.3 313.9–11: εἰ δέ τι θέλοι τῶν προγεγραμμένων σωμάτων τάχιον [ἀπο]λελύσθαι
τᾶς παραμονᾶς, δότω τᾶς ἀπολύσιος ὅ κα διαπίση παραχρήμα, καὶ τᾶς παραμονᾶς
ἀπολελυμένον ἔστω, ὥς εἰ καὶ | μετὰ τὸν θάνατον ἀπολύοιτο τᾶς δεδωκούσας τὰν
παραμονάν.

⁴⁸ E.g. *FD* III.3 340.5–9: καὶ ἔστω Τρυφέρα | ἀπὸ τούτου τοῦ χρόνου ἐλευ|θέρα καὶ
ἀνέφαπτος ἀπὸ πᾶν|των τὸν πάντα χρόνον, καὶ μηθε|νι μηθὲν ποθήκουσα; III.3 341.5–6; III.3
354.4; *SGDI* II 2327.9–10.

⁴⁹ *FD* III.3 336.17–23: ἐπεὶ δέ κα τι | ἀνθρώπινον γεννηθῇ περὶ Μενεκρά|τειαν, ἀπὸ [τούτ]ου
τοῦ χρόνου ἐλ[εύ]|θερος ἔστω Ζώπυρος καὶ μηθε[νι] | μηδὲ ἐν ποθήκων καὶ ἐξουσίαν ἐ[χέ]|τω
ποιῶν ὅ κα θέλη καὶ ἀποτρέχων [ᾗ] | κα θέλη.

⁵⁰ *SGDI* II 2143.3–13: ἀπέδοτο Τέλων καὶ Κλητῶ, ... ἐφ’ ᾧ τε ἐλεύθερος εἶμεν καὶ
ἀνέφαπτος ἀπὸ | πάντων τὸν πάντα χρόνον. ... ἃ δὲ προ|τερασία ὦν ἃ γενομένα Σώσου
τῶι Ἀπόλλωνι ἐπὶ ἄρχον|τος ἐν Δελφοῖς Θρ[α]συκλέος καὶ τὰ ἐν ταῖ ὦναι ποτιγεγραμμέ|να
ὥστε παραμεῖναι Σῶσον παρὰ Τέλωνα καὶ Κλητῶ ἅς | κα ζῶωντι ἀτελὴς καὶ ἀρμένα ἔστω.

⁵¹ *SGDI* II 1746.2–6: ἐπὶ τοῖσδε ἀπέδοτο Δωροξένα Λιλαῖς | τῶι Ἀπόλλωνι τῶι Πυθίω[ι]
σῶμα γυναικεῖον ἃ ὄνομα Σωστράτα, τιμᾶς ἀργυρίου μνᾶν | τεσσάρων, καθὼς ἐπίστευσε
Σωστράτα τῶι θεῶι τὰν ὦνάν, ὥστε τὰν προτερασίαν | ὦνάν ἀρμέναν εἶμεν καὶ
ἄκυρον, ἐφ’ ᾧ τε ἐλευθέραν εἶμεν καὶ ἀνέφαπτον ἀπὸ πάντων | τὸμ πάντα βίον, ποιέουσα ὅ
κα θέλη καὶ ἀποτρέχουσα οἷς κα θέλη; 1844.3–8: ἀπέδοτο Λαμπρίας Ἀλεξομενοῦ Ἀμφισσεὺς
τῶι Ἀπόλλωνι | τῶι Πυθίωι σῶμα γυναικεῖον ἃ ὄνομα Βιότα τὸ γένος ἐκ Χαλκίδος ἐκ τῆς |
Εὐβοίας αἰχμάλωτον, τιμᾶς ἀργυρίου μνᾶν πέντε, καθὼς ἐπίστευσε Βιότα | τὰν ὦνάν τῶι
θεῶι, ὥστε εἶμεν ἐλευθέρα καὶ ἀνέφαπτος ἀπὸ πάντων, | οἰκέουσα καὶ πολιτεύουσα εἰ κα
αὐτὰ θέλη. ἃ δὲ πρότερον ὦν ἃν εἶχε Λαμ|πρίας Βιότας ἀρμένα καὶ ἀτελὴς
ἔστω.

⁵² *FD* III.6 39.8–10: ὅσα δέ κα γεν<ν>ῃ Σωστράτα ἐν τῷ τᾶς παραμονᾶς χρόνῳ ἔστω|σαν
ἐλεύθερα παραμείναντα ἡμεῖν, ἐκτὸς ἂν μή τι θέλωντι Ἀριστίων | καὶ Εἰσιᾶς πωλῆσαι πρὸς

ἔνδειαν. Hopkins 1981: 156: “In extreme cases, the master specified that although the children of his ex-slave were formally free, he reserved the right to sell them if the need arose (*FD* 3.6.39).” But the Greek is explicit that offspring were to be free “after having remained,” and therefore slaves, and sellable, until then.

⁵³ *SGDI* II 1798.15–20: ὁμοίως δὲ καὶ εἰ | γε[ν]εὰν ποιήσαιτο Δαμαρχίς Θεωδώρας βιού|σας καὶ μένουσα παρὰ Θεωδώραν, ἐλευθέρᾳ ἔστ[ω] | καὶ ἀνέφαπτος ἂ γ[ε]νεὰ καθὼς καὶ Δαμαρχίς | ἀπὸ πάντων τὸμ πάντα βίον, εἴτε καὶ ἔν γένοιτο αὐ|τᾷ εἴτε καὶ πλείονα παιδάρια; 2136.11–16: εἰ δὲ μὴ [ὑπηρετῇ Ἀφροδισία, κυ]|ρία ἔστω Ἐρυμάνδρα ἐ[πι]τ[ιμ]έουσα τρόπῳ | ὥς κα θέλη. εἰ δὲ γεν[εὰ γένοι]το Ἀφροδισίας | ὑπηρετεούσας Ἀφ[ρο]δισίας Ἐρυμάνδρα, | [ἐλευ]θεραὶ ἔστ[ω]ν καθὼς καὶ Ἀφροδι|σία.

⁵⁴ *SGDI* II 2225.31–33: εἰ δὲ γένοιτο γένεαι Ζωΐδος, ζῶοντος Πιθολάου καὶ Ἡραΐδος, | ἐλευθεραὶ ἑόντων αἱ γένεαι καὶ ἀνέφαπτοι ἀπὸ πάντων τὸν πάντα χρό|νον καθὼς ἐπάνω γέγραπται.

⁵⁵ *FD* III.6 53.6–8: δότω δὲ Ὀνασίφορον {Διονυσ} | Εὐφροσύνῳ, τῷ υἱῷ αὐτῶν, παιδίον ἐτῶν τριῶν ἢ δεινάρια ἑκατόν, ἕτερον δὲ παιδίον ἐν τῷ τῆς [παρ]αμονῆς χρόνῳ. μὴ ἐξέστω αὐτῇ θρέψαι ἐξ ἀ<ύ>τῆς κατὰ μηδένᾳ | τρόπον.

⁵⁶ E.g. *FD* III.3 332.13–14: δότω δὲ Τρύφαινα Στάκτη ἀργυρίου μναῖς δύο ἢ ἐνι|αύσιον βρέφος; III.6 36.13; 38.9–11; 43.11–12.

⁵⁷ *FD* III.3 333.1–4: Κλεόμαντις Δίνωνος | ἀπέλυσε τᾶς παραμονᾶς Εἰσιάδα τὰν | δῖαν θρεπτάν, καὶ ἀπέχω τὸ ἐν τᾷ παραμονᾷ καταγεγραμμένον χρῆμα, | καὶ τὸν γεγεννημένον ἐν τᾷ παραμονᾷ ἐξ αὐτᾶς υἱὸν Νικόστρατον, ὃν καὶ μετωνόμασα θέσει Κλεόμαντιν, ὅπως ἔωνται ἐλεύθεροι | ἀπὸ παντὸς τοῦ βελτίστου καὶ μηδενὶ μηδὲν ποθηκότες κατὰ μηδένᾳ τρόπον. I take τὸν γεγεννημένον ... υἱὸν as the direct object of ἀπέλυσε. Grammar could support a different interpretation, on which it is the direct object of ἀπέχω. This would have Kleomantis agreeing that he is in receipt of both payment and child; neither form of payment is mentioned in *FD* III.3 329.

⁵⁸ E.g. *FD* III.3 280.7–9: ἐπεὶ δὲ κά τι ἀνθρώπινον γένηται περὶ Ἀθηναΐδα, ἐλευθέρᾳ ἔστω Εὐάμε|ρις καὶ μηθενὶ μηθὲν ποθήκουσα. εἰ δὲ τινα ἔγγονα γενηθείη ἐξ Εὐαμερίου ἐν τῷ | τᾷ παραμονᾶς χρόνῳ, ἐλευθερά ἔστω καὶ μηθενὶ μηθὲν ποθήκοντα; 296.7–13: εἰ δὲ τι ἀν[θρ]ώπινον γ[ένοι]το περὶ Σωτηρίν, ἔστω Ξενοκράτεα ἐλευθέρᾳ, μηδενὶ μηδὲν ποθήκουσα [κ]ατὰ μηδ[ένα] | τρόπον. εἰ δὲ τις ἐφάπτοιτο Ξενοκρατέας ἐπὶ καταδουλισμῷ, ... | ... εἰ δὲ

τινα γένοιτο ἐκ Ξενοκρατέας ἐκγεννάματα ἐν [τῷ τᾷς παραμονᾷ χρόνῳ, ἔστω|σα]ν ἐλεύθερα μηδενὶ μηδὲν ποθήκοντα κατὰ μηδέν[α τρόπον; 303.13–14; 307.10–11; 318.10–13; III.4 496.28–31; III.6 13.38–43; 43.10–11. Referring to such sales, and contrasting them with *SGDI* II 1798, Samuel 1965: 280–281, concludes, “Later, clauses providing for the freedom of any children born to women who have been manumitted but remain in obligation differ from this in some respects; it is well to note that the later clauses do not use the expression καθὼς καὶ δεῖνα, and we can conclude from this that the term as applied | to the children does not mean that they are in obligation as their mothers, but rather that they are free as their mothers.”

⁵⁹ Samuel 1965: 280–281.

⁶⁰ *FD* III.3 439.6–7: εἰ δέ τι ἔγγον<ον> [γέ]νοιτο ἐκ Θεοξένας ἐν τῷ τᾷς παραμονᾷ χρόνῳ, ἐλεύθερον ἔστω καὶ μηθενὶ μηδὲν ποθή|κων. It is unfortunate that we cannot make out the conditions that another sale appears to have applied to such children: *FD* III.3 307.8–10: εἰ δέ τινα γένοιτο ἐκ Ῥοφε[ίας τέκ]να ἐν τῷ τᾷς παραμονᾷ χρόν[ῳ], ἔστωσαν ἐλεύθερα [καὶ] μηδενὶ μηδὲν [πο]θήκον[ι] [τ]α κατὰ μηδένα τρόπ[ον]. εἰ δέ κα τι γένηται περὶ Νίκωνα ἀνθρώπινον, ἔ[στω] Ῥοφείας ἐλευθέρα καὶ μηδε[νὶ] μηδὲν ποθή[κουσα κατὰ μηδένα] τρόπον, τὰ δὲ ἐγ Ῥοφείας [.....]νος τέκνα γινόμενα ἐν τῷ | [τᾷς παραμ]ονᾷ χρόνῳ I[-3-4-].[-4-5-]αι ὀνομάτων ὑπαρχόντων Τ[-8-9-]Α [-5-6-]ατατηνα.

⁶¹ *SGDI* II 1721: ἀπέδοτο Κρατῶ Μεσατέος | τῷ Ἀπόλλωνι τῷ Πυθίῳ παιδάριον ἐνδογενὲς ὦν ὄνομα Σωσικράτης, καθὼς | ἐπίστευσε τὰν ὦνάν τῷ θεῷ Σωσικράτης, τιμᾷς ἀργυρίου μνᾶν δύο, καὶ τὰ | ν τιμὰν ἔχει πᾶσαν. βεβαιωτὴρ κατὰ τοὺς νόμους τᾷς πόλιος· Εὐάγγελος Πά|τρωνος. παραμεινάτω δὲ Σωσικράτης παρὰ Κρατῶ ποιῶν τὸ ποιτασσόμενον πᾶν, | ἄχρι οὗ κα ζῶη Κρατῶ· εἰ δὲ μὴ παραμείναι καθὼς γέγραπται, ἄκυρος καὶ ἀτελὴς ἂ | ὦν ἔστω.

⁶² *SGDI* II 2171.16–21 is important in this context: εἰ δέ τι γένοιτο ἐγ Διοκλέας | τέκνον ἐν τῷ τᾷς παραμονᾷ χρόνῳ, εἴ κα μὲν θέ|ληι ἀποπνεῖξαι Διόκλεα ἐξουσίαν ἐχέτω, εἰ δὲ θέλοι | τρέφειν, ἔστω τὸ τρεφόμενον ἐλεύθερον· εἴ κα μὴ | αὐτὸ θέληι, πωλῆσαι δὲ τὸ γενηθέν, μὴ ἐχέτω ἐξουσίαν | Διόκλεα μηδὲ ἄλλος μηθείς (If a child should be born from Dioklea in the time of her *paramone*, then if Dioklea wishes to strangle it to death, she shall have the power, but if she should wish to rear it, then the reared child shall be free. But if she does not want it, but [wants] to sell that which has been born, then Dioklea shall not have the power, and neither shall anyone else). If Dioklea wanted to kill the child she was permitted. This was not incompatible with a mother’s slave status. The

fate of such children lay in the hands of the owner, but neither Apollo nor Dioklea's former owner was going to dirty his hands: a child would be her problem. Dioklea was permitted to keep and rear the child, as several other Delphic slaves were, and here, as in those other cases, I suggest, the child was "to be free" on the same terms as its mother. The one thing that she was not permitted to do was sell unwanted offspring, which was unfree and unowned by her. The curious stipulation is the injunction against sale by anyone else. Such a child must have become the property of Dioklea's former master, rather than her new owner, Apollo. This provision left Dioklea's former master, or his heirs, free to manumit such a child, but not to sell it. The injunction against sale could be written into the contract because sale was otherwise possible, and sale was possible because mother and child were slaves. Tucker 1982: 235–236 suggested that the injunction against sale was meant to prevent Dioklea from acquiring sufficient funds with which to purchase early release from *paramone*. See below on [Dem] 59.30–32, where Eukrates and Timanoridas were willing to free their slave Neaira, but not to sell her to others.

⁶³ Samuel 1965: 281–282: "we have seen from these documents that there is not one which states that a child born to a freedwoman is to be a slave. All the documents specify that any such child is to be free, most of the manumissions which state that propose no restrictions, and the only restriction found, and that in only two manumissions is that the child is to be in obligation and may be sold. The insistence that the child be free is carried so far in one case to the point that even the mother may not sell it." But not one of them states that such children were born to *freedwomen*. On another interpretation of the same fact pattern, those sales that do say something about such children tend to stipulate that they are to be free, whereas those that do not needed no expressed provision, for it was well enough known that slave mothers produced slave offspring.

⁶⁴ *SGDI* II 1984.6–9: παραμεινάτω δὲ Νικόβουλος παρ Ἀριστόδαμον ἔτεα δύο μετὰ | τὰν Πασίνου ἀρχάν· ἐπεὶ δὲ κα παραμείνη Νικόβουλος τὸν γεγραμμένον | χρόνον, ἐλεύθερος ἔστω καὶ ἀνέφαπτος τὸν πάντα βίον κυριεύων αὐτοσαυ | τοῦ καὶ ποιῶν ὃ κα θέλη, καθὼς ἐπίστευσε τῷ θεῷ τὰν ὥνάν.

⁶⁵ *FD* III.6 6.5–14: ἀπέδοτο Νικόμαχος καὶ Νεικ[ώ] | τῷ Ἀπόλλωνι τῷ Πυθίῳ ἐπ' ἐλευθερίᾳ σώματα, οἷς ὀνόματα | [Ζ]ωπύρα καὶ τὰ ἐξ αὐτῆς Παράμον<ον> καὶ Κλέωνα καὶ Ζώπυρον, | [τε]ιμᾶς ἀργυρίου ἕκαστον αὐτῶν μ[νᾶ]ν τ[εσσα]ρων σ[υ]νευα | [ρεσ]τέοντος αὐτοῖς κα<ι> τοῦ υἱοῦ αὐτῶν Διονυσίου· καὶ τὰν τε[ι]μᾶν ἀπέχομεν πᾶσαν. ... ἐφ' ᾧ τε ἐλεύθεροι εἴμεν καὶ ἀνέπαφοι ἀπὸ πάντων<ν> τὸν πάντα βίον. | παραμεινάτωσαν δὲ Παράμονος καὶ Κλέων καὶ

Ζώπυρος Διονυσίῳ τὸν τᾷς ζωᾷς αὐτοῦ χρόνον | ποιοῦντες τὸ ἐπιτασσόμενον πᾶν τὸ δυνατόν.

⁶⁶ *FD* III.3 413.2–11: ἐπὶ τ[οῖσδε ἀπέ] | δοτο Εὐνομία Ἀπολλων[ίου, συνευαρεσ]τεόντων καὶ τῶν τέκνων αὐ[τᾷς – – –] | καὶ Ἴωνίας τῶι Ἀπόλλωνι [τῶι Πυθίῳι σῶ]ματα δύο, ἐν μὲν γυναικεῖον ᾧ ὄνομα Ἰσάργυρον, | ἐν δὲ ἀνδρεῖον παιδάριο[ν ᾧ ὄνομα] Λυκίσκος ἐκάτερον αὐτῶν τ[ιμᾷς ἀργυρίου] | μνᾶν τριῶν καὶ τὰν τιμὰ[ν ἀπέχει] πᾶσαν. βεβαιωτῆρες κατὰ τοὺς [νόμους τᾷς] | πόλιος Ἐπίνικος Νικοσ[τράτου, Εὐκ]λείδας Ἡρακλείδα. παραμεινάτω [δὲ Ἰσάργυρον] | Εὐνομία ἕως κα ζῇ, ποι[έουσα τὸ ἐπιτ]ασσόμενον ὑπ’ αὐτᾷς πᾶν ἀν[εγκλήτως τὸ] | δυνατόν. εἰ δὲ μὴ ποιέο[ι, ἐξουσίαν] ἐχέτω Εὐνομία ἐπιτιμέου[σα τρόπῳ ᾧ κα] | θέλη. Λυκίσκος δὲ μὴ πα[ραμεινάτω Ε]ὐνομία, ἀλλὰ ἔστω ἐλεύθ[ερος μηθενὶ] | μηθὲν ποθήκων.

⁶⁷ See also *FD* III.6 51.18–20: [ε]ἰ δὲ Νεικομήδης ἡ Ἀντίων ἡ Φίλων Σωτίμας μεταλ<λ>αξάσας | θέλοισαν ἐλεύθεροι εἶμεν καὶ μὴ παρα<μένειν> Εὐτελεία, ὁ θέλων α[ὐ]τῶν ἀ[π]οτεισάτω Εὐτελέα ἀργυρίου | μνᾷς τρεῖς.

⁶⁸ *SGDI* II 1718.4–6: ἐφ’ ὧιτε ἐλευθέραν | εἶμεν οἰκέουσιν [ἐ]ν Λιλαίαι {αι} καὶ ἀνέφαπτον ἀπὸ πάντων τὸμ πάντα βίον, ποιοῦσαν ὅ κα | θέλη.

⁶⁹ *SGDI* II 1718.6–10: εἰ δέ τις | ἄπτοιτο Ἀσίας ἐπὶ καταδουλισμῶι, βέβαιον παρεχόντων τῶι θεῶι τὰν ὥνᾶν ὃ τε ἀποδόμενος Ἐπι|χαρίδας καὶ οἱ βεβαιωτῆρες Διόδωρος καὶ Τιμοκλῆς· εἰ δέ κα μὴ παρέχωντι τὰν ὥνᾶν βέβαιον τῶι θεῶι, | πράκτιμοι ἐόντων κατὰ τὰν συμβολὰν καὶ κατοὺς νόμους, καὶ ὁμοίως κύριοι ἐόντων συλέοντες οἱ παρα|τυγχάνοντες Ἀσ[ία]ν ὥς ἐλευθέραν οὔσαν ἀζάμιοι ὄντες καὶ ἀνυπόδικοι πάσας δίκας καὶ ζ[α]μίας.

⁷⁰ *SGDI* II 1718.10–15: μὴ οἰκησάτω δὲ Ἀσία ἔξω | Λιλαίας μηδὲ πολιτευσάτω ἄνευ τᾷς Ἐπιχαρίδα γνώμας· εἰ δὲ οἰκήσαι ἡ πολιτεύσαιτο, ἄκ[υρ]ος αὐτᾷς | ἔστω ἡ ὥνᾶ καὶ ἀτελής. ὥσα[ύτω]ς δὲ μηδὲ ἀπαλλοτριωσάτω Ἀσία [εἰ] τί κα ἐπεργάζεται ἀπὸ Ἐπιχα|ρίδα ἡ τῶν ἐπινόμων αὐτοῦ κατὰ μηδένα τρόπον· εἰ δὲ ἀπαλλοτριωοίη {δε} καθ’ ὅποιον τρόπον, ἄκ[υρ]ος αὐτᾷς ἡ ὥνᾶ ἔστω, καθὼς καὶ ἐπάνω γέγραπται. ἐπεὶ δέ κα τελευτάση Ἀσία, τὰ ὑπάρχον|τα αὐτᾷς πάντα ἔστων Ἐπιχαρίδα ἡ τῶν ἐπινόμων αὐτοῦ.

⁷¹ *SGDI* II 2085.2–5: παραμεινάτω δὲ Ἰστιῶ παρὰ Φίλωνα μέχρι κα ζώῃ Φίλων | ποέουσα πᾶν τὸ ποτιτασσόμενον τὸ δυνατόν· εἰ δέ κα μὴ ποιῇ Ἐστιῶ ἡ μὴ παραμείνη, ἐξέστω Φίλωνι ὃ κα θέλη ποε<ῖ>ν. εἰ δέ τί κα πάθη Φίλων, ἐλευθέρα ἔστω | Ἰστιῶ καὶ ἀνέφαπτος οὔσα ἀπὸ πάντων, κυριεύουσα αὐσωτᾷς, καθὼς ἐπίστευσε τῶι θεῶι τὰν ὥνᾶν. μὴ ἐξέστω δὲ Ἐστιῶ ἀλλαχᾷ κατοικε<ῖ>ν, ἀλλ’ ἡ ἐν Δελφο[ῖ]ς. | στεφανούτω δὲ κατὰ μῆνα νομηνῖαι καὶ ἐβδόμα

τὴν Φίλωνος εἰκόνα δαφνίνῳ στεφάνῳ πλεκτῷ. *SGDI* II 1807, dated to the same period, presents a nearly identical text, its chief difference being that, while it does require crowning, it does not confine her to residence at Delphi. For funereal and memorial obligations see Darmezin 1999: 216–218.

⁷² *SGDI* II 1708.12–22: τρε|φέτω δὲ Μῆδα Σωσίβιον τὸν ἴδιον πατέ| [ρ]α καὶ τὰμ ματέρα Σωσῶ καὶ εὐσχημο|νιζέτω, ἐπεὶ καὶ ἐν ἀλικίαν ἔλθῃ, εἰ χρεῖαν ἔ|χοισαν Σωσίβιος ἢ Σωσῶ τροφᾶς ἢ εὐσχημονι|σμοῦ, εἴτε δουλεύοντες εἶεν εἴτε ἐλεύθεροι | γεγονότες· εἰ δὲ μὴ τρέφοι ἢ μὴ εὐσχημονίζοι Μῆδα | Σωσίβιον ἢ Σωσῶ χρεῖαν ἔχοντας, ἐξουσία ἔστω | Σωσιβίῳ καὶ Σωσοῖ κολάζειν Μῆδαν ὥ[ι] θέλοιν | τρόπῳ, καὶ ἄ[λλ]ῳ ὑπὲρ Σωσίβιον ἢ Σωσῶ ὅγ κα κε|λεύῃ Σωσίβιος ἢ Σωσῶ.

⁷³ Constraints, whether socio-economic or contractual, and slavery are not the same thing and statements such as we find at Ath. *Deip.* 9.93 are not jurisprudence: διαφέρειν δὲ φησι Χρύσιππος δοῦλον οἰκέτου γράφων ἐν δευτέρῳ περὶ ὁμονοίας διὰ τὸ τοὺς ἀπελευθέρους μὲν δούλους ἔτι εἶναι, οἰκέτας δὲ τοὺς μὴ τῆς κτήσεως ἀφειμένους. ‘ὁ γὰρ οἰκέτης, φησί, δοῦλός ἐστι κτήσει κατατεταγμένος.’

⁷⁴ Dionysia sold four slaves, two male and two female, on condition that the two females remain and work “from the body,” which may be a euphemism for prostitution (Kamen 2014): *FD* III.2 169.19-25: [π]αραμ<ε>ινά[τ]ωσαν δὲ Ἄνδρων καὶ Θ[εό]πομπος καὶ Ἀφρο[δισία καὶ] Ε[ὐ]μερ[ία] | παρὰ Διονυσίαν ἄχρι κ[α]ζώῃ Διονυσία· | ποιούντων δὲ πᾶν τὸ ποτ[ι]τασσόμενον | ἀνεγκλήτως· Ἀφροδισία δὲ [καὶ Εὐμερία] | καὶ ἀπὸ τοῦ σώματος καὶ ἄ[λλ]ῳ ὅτινι τρόπῳ | ἐργαζέστων Διονυσία. Kamen 2014: 150 notes that “it seems probable that the condition of Aphrodisia’s and Euemeria’s (relative) freedom is that they provide sexual labor for their former master Dionysia, presumably labor begun while they were still slaves.” The two women, however, were not semi-free individuals compelled to work as prostitutes, but simply slaves, at least until their former master died. If any of them should disobey during *paramone*, Kamen 2014: 151 translates, “let Dionysia be (their) master (κυ|ρία), punishing the (male) slave....” But the Greek does not speak of any such reversion; it simply specifies that “Dionysia shall *have the authority* to punish.” 25-31: [εἰ δὲ μὴ ποιέοιν] | τὰ π[ρ]ο[γ]εγρ[αμμένα, ἢ μὴ π[αραμένονιν πα]|ρὰ Διονυσίαν, ἢ τινες αὐτ[ῶν] – ⁸–, κυ|ρία ἔστω Διονυσία κολάζου[σα τὸν μὴ πειθαρ]|χέοντα καὶ τὰν μὴ π<ε>ιθαρχ[έουσιν] τρόπῳ | ὥ κα θέλῃ, ἀζάμιος οὔσα καὶ ἀνυπόδι[κος] | πάσας δίκας καὶ ζαμίας.

⁷⁵ *SGDI* II 1689.7–9: εἰ δὲ μὴ ποιέοιν Νικαία καὶ Ἰσθμός, μὴ | ἔστω βέβαιος αὐτοῖς ἅ ὥνά, ἀλλὰ ἄκυρος ἔστω. εἰ δὲ τι ἐγκαλέοι Σωσίας Νικαία ἢ Ἰσθμῷ, ἐπικρι|θέντω ἐν ἀνδρῶν τριῶν.

ὅ τι δέ κα οὔτοι κρίνωντι, κύριον ἔστω. See similarly, *SGDI* II 1694.8–10, 1696.9–11, 1832.6–10, 1858.6–7, 1874.15–18, 1971.12–18, 2049.14–16, 2072.23–25.

⁷⁶ E.g. *IJG* II 275–276. Hopkins 1981: 154: “This provision implicitly recognised a measure of equality between master and freed slave.”

⁷⁷ E.g. *FD* III.3 320.11–13: εἰ δέ | κα μὴ ποιέωντι τὸ ποτιτασσόμενον, κύριοι ἐόντων ἐπιτιμέον|τες τρόπῳ ὧι κα αὐτοὶ θέλωντι.

⁷⁸ E.g. *FD* III.3 351.9–11: εἰ δέ μὴ ποιέοι ἢ μὴ παραμένοι καθ<ὼ>ς | γέγραπται, ἐξουσίαν ἐχέτω Ἀσκληπῶ μαστιγοῦσα Σωτηρὶν καὶ ἐπι|τιμέουσα αὐτᾶι; III.2 223+224.I.11; III.3 174.11–13: εἰ δέ μὴ ποιέοι, ἐ[ξουσίαν] | ἐχέτωσ[α]ν ἐπιτιμέουσαι Ὀνασιφόρῳ τρόπῳ ὧ[ι] κα θέ[λωντι] | καὶ μαστιγοῦ[σα]ι καὶ διδέουσαι πλὴν μὴ πωλέουσα[ι]; III.3 351.10, *SGDI* II 2261.15; III.2 131.4–6: εἰ δέ μ[ὴ] πα|ρ|αμείναι, ἢ μὴ ποιῇ τὸ ἐπιτασσόμενον [Σωτη]ρίς, ἐξουσίαν ἐχέτω Εἰράνα ἐπιτιμέουσα καὶ φοφεύσασα καὶ διδ[έ] | ουσ[α] τρόπῳ | ὧι κα θέλη; also *FD* III.4 486.B.4.

⁷⁹ *FD* III.6 51.10–11: εἰ δέ μὴ ποιέωντι, κυ<ρί>α ἔστω Σωτίμα | [κ]αὶ Πολυτιμίδας ἐπιτιμέοντες ὥς δούλοις. The right to punish at will had to be made explicit, since the slaves were the property of Apollo; thus, former masters were granted the right to punish slaves who remained as if they were still their own slaves, not “as if they were slaves.”

⁸⁰ E.g. *SGDI* II 1721.6–7: εἰ δέ μὴ παραμείναι καθὼς γέγραπται, ἄκυρος καὶ ἀτελής ἁ ὥνᾶ ἔστω; 1747.14–15, 1832.22–23. Both punishment of any desired sort and invalidation of the purchase: *FD* III.3 6.9–11: εἰ δέ κα μὴ παρα[μένονι παρὰ] Φίλωνα ἢ τὰν θυγατέρα Δικαίαν | || — — — || ἢ μὴ ποέοι τὸ ποτιτασσόμενον || — — — || ἀν[ενκλήτως πᾶ]ν δυνατὰ ἐοῦσα, ἐξ<ο>υσίαν ἐχόντων κολά|ζοντες ὧι κα θέλωντι τρόπῳ καὶ ἁ ὥνᾶ αὐτᾶς ἄκυ[ρος ἔστω. Hopkins, *Conquerors and Slaves* 153: “the master could, unilaterally, void the sale to the god and revoke the freedom which the slave had paid for: ‘but if he does not stay and serve, the sale is void and without effect’ (*GDI* 1721 – there are a dozen similar instances; cf. *FD* 3.3.6). In this respect, the institution of *paramonê* gave Greek slave-holders more power than Roman manumission did. This may have been partly because the act of manumission at Delphi, although it was carried out in public, was a private act, in the sense that state authorities were not involved.” But so far as I know, no sale mentions the act of revoking freedom, for the simple fact, I urge, that manumission followed *paramone*; thus, where failure to remain invalidated the contract there was no freedom to revoke.

⁸¹ *SGDI* II 2261.13–15: εἰ δὲ μὴ θέλοι παρα|μεῖναι Σκύλλα παρὰ Εὐκλείδαν, καθὼς γέγραπται, κύριος ἔστω Εὐ|κλείδας ἐπιτιμέων Σκύλλαι καὶ μαστιγῶων πλαγαῖς ἀσινέοις. Another allowed a former owner to punish “however he wishes,” but specifically names “intimidation” (φοβίζοντες), which is difficult to interpret in the light of the other allowed possibilities: *FD* III.2 129.8–10: <ε>ἰ δὲ μὴ παραμείνῃ ἢ μὴ ποιῇ, ἐξουσία, ἐχέτω Ἄγων καὶ | [Ζωΐλαν, ἐπιτ]ιμέοντες Ἄγων καὶ Ζωΐλα, καὶ φοβίζοντες, καὶ διδέντες τ<ρ>όπῳ <ῶ>ι κα | [θέλωντι. Did this mean to allow/encourage verbal threats and shackling, over blows?

⁸² E.g. *FD* III.3 45.2–5: ἀ[πέδοτο Εὐφροσύνα – – –] | [..]κλέος Θηβαία, συνευαρεστεοῦς[ας καὶ τᾶς θυγατέρος(?) | αὐ]τᾶς Εὐνοίας, τῶι Ἀπόλλωνι τῶι Πυθίῳ[ι] | τὰν ἰδίαν θρεπτὰν Ἀφροδεΐσιαν δωρεάν; III.3 364.2–4: ἀπέ[δοτο Πατροφίλα – – –] | ἀκέτα τῶι Ἀπόλλωνι τῶι Πυθίῳ ἐπ’ ἔλευ[θερίᾳ κοράσιον ᾧ ὄνομα] | Δαμοστράταν δωρεάν. Sometimes attributed to “affection,” e.g. Tucker 1982: 227.

⁸³ Appearing but twice: *SGDI* II 1714.8–9: εἰ δὲ μὴ πειθαρχέοι Σωφρόνα, κύριος ἔστω Δρόμων ἐπι|τιμέων Σωφρόνα τρόπῳ ῶι θέλοι ὥς ἐλευθέρα; 2269.15–17: εἰ δὲ μὴ | πειθαρχοῖ Καλλῶ, κυρία ἔστω Πολύα ἐπιτιμέουσα Καλλοῖ | τρόπῳ οἷ θέλοι ὥς ἐλευθέραι.

⁸⁴ *IJG* II 275–276.

⁸⁵ Darmezin 1999.

⁸⁶ E.g. *SGDI* II 2049.6–8: ἐπεὶ δὲ κά τι πάθωντι Λέαινα | καὶ Ἀριστόμαχος, τοῦ θεοῦ ἔστω Σάτυρος κυριεύων αὐτοσαντοῦ, ἐλεύθερος ὢν καὶ | ἀνέφαπτος τὸν πάντα χρόνον, καθὼς ἐπίστευσε τῶι θεῶι τὰν ὦνάν.

⁸⁷ E.g. *I.Bouthrotos* 14.4–6: οἱ ἀφεωθέντες ἐλεύθεροι | καὶ ἀνατεθέντες ἱεροὶ τῶι | Ἀσκλαπιῶι; 18.2–3, 21.1–2, 22.1–3; *I.Bouthrotos* 35.2–4: ἀφίεντι ἐλευθέραν | καὶ ἀνατίθεντι ἱερὰν τῶι | Ἀσκλαπιῶι and many other instances.

⁸⁸ *IG* IX.1².3 683.11: ἱερὸς καὶ ἀνέφ<α>π<τ>ος καὶ ἐλεύθερος ἔστω Φιλέταιρος.

⁸⁹ Rädle 1969: 82: “τοῦ θεοῦ ist völlig gleichbedeutend mit ἐλεύθερος.” Cabanes 1998: 57 suggests that freedmen called ἱεροὶ were probably under no special requirement to serve the god; that against Darmezin 1999: 325–331. The dedications made at Leukopetra do appear to be qualitatively different; in that later body of material there is a better case to be made that such freedmen were free from people but

servants to the god; see Riel 2001: 127–160. For an elaborate classification of manumission, including distinction between sacred and secular, see Calderini 1098: 94–95.

⁹⁰ See also e.g. *IG VII 3323*: Ἀγαθο|κλῆς Εὐάνδρου ἀνατίθῃσι τοὺς | ἰδίους δούλους Ζώσιμον καὶ | Ἑρμ<ω>να ἱεροὺς τοῦ Σεράπι|δος, παραμείναντας ἀνεν|κλήτως ἑατῷ τε καὶ τῇ γυ|ναικί μου Βουκατίᾳ, τὴν ἀνά|θεσιν ποιούμενος διὰ τοῦ | συνεδρίου κατὰ τὸν νό|μον; 3303, 3315, 3348, 3358, and many other examples. Meyer 2008: 83, astutely: “Slave-dedications at Chaironeia only indirectly achieve the manumission of the slave. The slave is dedicated (ἀντίθεται) by master or mistress (or both) and becomes a ἱαρός of the god, in which status such a slave can later be seen performing many actions of the free, like marrying, having children acknowledged as his own, and even dedicating his own slaves in Chaironeia's sanctuaries. In some cases, a slave is dedicated along with an obligation to stay and serve the former master (*paramonē*), and occasional inscriptions make clear that the obligation to stay is fulfilled first, after which the slave becomes *hiaros* (*SEG XXVIII 447*): this in turn suggests that the dedication of the slave is, like *paramonē*, a legal obligation imposed at the time of manumission.” But the last inference, I urge, needs modification, inasmuch as *paramone* preceded manumission *per se*.

⁹¹ *IG IX.1 39.2–4*: Σωτηρίδας Ξένωνος Δελφὸς ἀφίητι ἐλευθέρους Ξένωνα καὶ Παράμο|νον τοὺς ἰδίους θρεπτοὺς, παραμείναντας Σωτηρίδα πᾶν τὸν τᾶς ζω[ᾱ]ς χρόνον, καὶ ἀνατίθ[ητι] | αὐτοὺς τῷ θεῷ τῷ Ἀσκληπιῷ τῷ ἐν Στείρει. Also e.g. *IG IX.1 86.10*, 126.3, 193.12.

⁹² Mantinea: *IG V.2 274.II.21–26*: Πιτύλος Πο|σειδίππου τὸν ἴδιον θρ|επτὸν Λυκολέοντα ἀφ|ῆκεν ἐλεύθερον παραμ|είναντα αὐτῷ τὸν τᾶς ζ|ωᾶς χρόνον. Bouthrotos: E.g. *I.Bouthrotos 168.6–12*: ἀφῆκε ἐλευ|θέρας ἀνεφάπτους κατὰ τὸν | τῶν ἀτέκνων νόμον Λυσῶ Λυ|σανία Κοτυλαία Ἀφροδισίαν, Ἀρι|στονίκαν, Ἀριστοπάτραν, Ἐπικρά|[τ]εῖαν, παραμε|ίναςας ἄχρι οὗ κα ζῶι | Λυσῶ. See also e.g. *I.Bouthrotos 30.45*, 38.5, 42.19, 47.14–15. Kalymna: E.g. *Tit.Cal. 154.1–3*: ἀφέθη [ἐλ]|ευθέρα Νικομήδεα ὑπὸ Διοκλεῦς καὶ Φιλαίων[ος, πα]|ραμίναςα Διοκλῆ μέχρι ζωᾶς εὐαρέστως; 164: τοῖδε ἐκαρύχθησαν ἐλεύθε|ροι· Σωσίμη καὶ Γαῦρον καὶ Ἑρ|μίονη ἢ λεγομένη Γραῦς ὑπὸ Ἀν|τάνορος καὶ Ἀρτεμισίας, παραμε|[ί]|ναντες αὐτοῖς μέχρι ζωᾶς· μετὰ | δὲ τὴν μεταλλαγὴν αὐτῶν μη|δενὸς ἔστωσαν ἀπελεύθεροι. | ὑπὸ Στρατονίκου Ιταναλλιν ἢ Ἐπιτυ|χίας; also e.g. *Tit.Cal. 163.5*, 7, 166.4, 8, 199.6–7.

⁹³ *SEG L 829.I.1–7*: Δαμᾶς Δημη|τρίου Ἀλιμούσιος ἀφί|ησι ἐλεύθερον τὸν ἑαυτοῦ | θρεπτὸν Εὐμένην, παραμείναν|τα ἑαυτῷ ἕως ἂν ζῇ, | ἀπιέναι γῆς οὗ ἃ βούλῃται μηθὲν προσήκ|οντα.

Without *paramone*, the manumissions state (e.g. *SEG* L 829.II.1–6): “Kleodamas son of Apollodoros, of Lamptrai, sets free his own house slave Die, to leave the land whithersoever he wishes, belonging to no one at all” (Κλεόδαμος Ἀπολλοδώ|ρου Λαμπτρεὺς ἀφίη|σιν ἐλεύθερον τὸν ἑατ<οῦ> οἰκ|έτην Διῆν, ἀπιέναι γῆς οἱ ἂν αὐ|τὸς βούληται μηθενὶ μηθὲν | προσήκοντα).

⁹⁴ Performance of funerary ritual was a common requirement. See Darmezin 1999: 216–218; Parker 2002) 66–68, on Darmezin, *Affranchissements* 97.18–24.

⁹⁵ *IG* IX.1 193.10–13: ἐπ’ ἐλευθερίᾳ, ὥστ|ε εἶναι αὐτὰν ἐλευθέραν καὶ ἀν|έπαφον παραμείναςαν Νεικαρέτῳ καὶ Οἰ|νάνθη τὸν τᾶς ζῳᾶς χρόνον.

⁹⁶ *IG* IX.1 192.3–22: ἀπέ|δοτο Νεικαίνετος Νεικαίνετου καὶ Διοκρίτα Τείμω|νος Τιθορ<ε>ῖς, συνευαρεστεόντων καὶ τῶν υἱῶν αὐ|τοῦ Νεικαίνετου καὶ Τείμωνος, τῷ θεῷ τῷ Σα|ράπιδι κοράσιον δουλικόν, ὄνομα Ὀνασιφόρον, | τειμᾶς ἀργυρίου διναρίων χειλίων τὰν τειμᾶ|ν ἀπέχομεν πᾶσαν ἐπὶ τοῖσδε ἐπ’ ἐλευθερίᾳ. | μὴ καταδουλιξάστω δὲ Ὀνασιφόρον μη|δεῖς μηδὲ ἀγαγέτω ἐπὶ δουλείᾳ, μηδὲ ἐνε|χυραξάτω κατὰ μηδένα τρόπον· εἰ δὲ μὴ, ἀποτει|σάτω τῷ θεῷ τῷ Σαράπει ἀργυρίου δεινάρια δισχί|λια· ἐξουσία δὲ ἔστω τῷ θέλοντι προστᾶμεν Ὀν|ασιφόρου ἀνυποδίκῳ ὄντι καὶ ἀζαμίῳ πάσας δί|κας καὶ ζαμίας, καὶ ἄλ<λ>ῳ τῷ θέλοντι ὡς ὁμοίως, | καὶ τὸ μὲν ἥμισον ἔστω τῶν δισχι<λί>ων διναρίων | τοῦ θεοῦ τοῦ Σαράπιος, τὸ δὲ ἥμισον τοῦ προστάντος. | παρμεν<ε>ῖ δὲ Ὀνασιφόρον πάντα τὸν τᾶς ζῳᾶς χρό|νον Νεικαίνετῳ Νεικαίνετου καὶ Διοκρίτῳ Τίμω|νος, τοῖς δὲ λοιποῖς ἅπασιν ἐλευθέρᾳ ἔστω καὶ ἀνέ|παφος. *IG* IX.1 194.6–23: ἀπέδοτο Ἀνασιφόρον Ἡρακλείδα Τιθορῖς | τῷ θεῷ τῷ Σαράπει σώματα γυναικεῖα δύ|ο, αἷς ὀνόματα Νικάσιν καὶ Στοργήν, τιμᾶς ἀ|ργυρίου διναρίων τρισχειλίων τὰν τιμᾶ|ν ἀπέχει πᾶσαν ἐπὶ τοῖσδε ἐπ’ ἐλευθερίᾳ. | μὴ καταδουλιξάστω δὲ Νικάσιον μηδὲ | Στοργήν μηδ’ ἀπαγαγέτω μηδὲ ἐνεχυρα|ξάτω· εἰ δὲ μὴ, ἀποτισάτω τῷ θεῷ τῷ Σαράπει | ἀργυρίου δεινάρια τετρακισχίλια. ἐξουσία δ’ ἔστ|ω τῷ θέλοντι Φωκέων προστᾶμεν Νικασίου κ|αὶ Στοργῆς ἀνυποδίκῳ ὄντι καὶ ἀζαμίῳ πάσ|ας δίκας καὶ ζαμίας, καὶ τὸ μὲν ἥμισον ἔσ|στω τῶν τετρακισχιλίων διναρίων τ|οῦ θεοῦ τοῦ Σαράπιος, τὸ δὲ ἥμισον τοῦ προ|στάντος. παρμεν<ε>ῖ δὲ Νικάσιν καὶ Στοργήν πάν|τα τὸν τᾶς ζῳᾶς {Ἀ<νασι>φορ<ου>} Ὀνασιφόρου χρόνον {Υ} | δουλεύουσαι, τοῖς δὲ λοιποῖς ἐλεύθεραι ἔ|σ<των>.

⁹⁷ *IG* IX.1².3 754.7–12: ἐπὶ τοῖσδε Υ ὥστε παρα[μέ]|νη Σωτηρὶς Νικασιπόλει καὶ Ἑρμαίῳ ποιούσα πᾶν τὸ ἐπιτασσόμε[νον]· | εἰ δὲ μὴ ποιέοι, ἐξουσίαν ἐχέτωσαν ἐπιτιμέοντες τρόπῳ, ᾧ κα θέ[λων]|τι· ποτὶ δὲ τοὺς λοιποὺς πάντας ἔστω Σωτηρὶς ἐλευθέρᾳ καὶ ἀνέπαφο[ς] | μὴ

ἔχοντος αὐτὰν ἐξουσίαν μηδενὸς ἄγειν κατὰ μηδένα τρόπον μήτε [ζών] | των Νικασιπόλιος καὶ Ἑρμαίου μήτε ν ἀποθανόντων.

⁹⁸ Kränzlein 2010: 127–129.

⁹⁹ Zelnick-Abramovitz 2005: 243–244 n.127, suggests that in these cases λοιποί might refer to the former owners' descendants or else indicate “in future.”

¹⁰⁰ The present is extremely rare: *I.Bouthrotos* 14.26–27, 156.5. See also Cabanes, *L'Épire* 74.5–8: ἀφῆκε Φειδέτα Ἴνων[ος] | Κλεάνορα ἐλεύθερον καὶ μένο[ν] | τα καὶ ἀποτράχοντα ὅπαϊ κ' αὐτὸ[ς] | προαιρῆται; here, I suspect that μένο[ν] | τα here denotes residence and is limited, like ἀποτράχοντα, by the subsequent relative clause. For the same use, but applying to slaves while they remained, see: *SGDI* II 1767.8–11: παραμεινάντων δὲ Ἀφροδισία καὶ Μνασῶ παρὰ Μελισσίδα | ἄχρι κα ζώη Μελισσίς, ἔνδω μένουσα[ι], ποιέουσαι τὸ | ποτιτασσόμενον πᾶν τὸ δυνατὸν ἀνεκλήτως; 1775.10–13: παραμεινάτω δὲ Πραξι|νικὶς παρὰ {ρα} Κλευνίκαν, ἄχρι κα ζώη Κλευνίκα, ἔν|δω μένουσα, ποιέουσα τὸ ποτιτασ<σ>όμενον πᾶν τὸ | δυνατὸν ἀνεκλήτως.

¹⁰¹ See on Kalymna below.

¹⁰² Demosthenes called Milyas, whom Demosthenes' father had freed from his deathbed, “ὁ ἀπελεύθερος ὁ ἡμέτερος” (Dem. 27.19), which need indicate only ongoing employment and does not equate a freedman's continuing obligations to his manumittor with semi-slavery.

¹⁰³ Kamen 2013: 38.

¹⁰⁴ Zelnick-Abramovitz 2005: 210.

¹⁰⁵ For inscription of sections of wills see Jones 2004.

¹⁰⁶ Zelnick-Abramovitz 2005: 75.

¹⁰⁷ *P.Petr.* I² 3 p.107: “The doubtful reading ὦνῆς depends on the formula of these sacral manumissions. ... The term ὦνῆ, which is perfectly suited to the Delphic inscriptions, is certainly problematic in a will from Egypt.”

¹⁰⁸ *P.Petr.* I² 3 p.104.

¹⁰⁹ Zelnick-Abramovitz 2005: 244.

¹¹⁰ The system seems to have collapsed by the last quarter of the third century BC: Whitehead 1977: 63n28.

¹¹¹ Kamen 2013: 38n28.

¹¹² Kamen 2014.

¹¹³ Kamen 2013: 32, citing Zelnick-Abramovitz 2005: 81–82, notes that “Slaves could also be freed through “purchase” by a third party, a procedure known as “sale for the purpose of freedom” (*prasis ep’ eleutheriai*).”

¹¹⁴ On de facto slave families in the Delphic sales see Tucker 1982: 228–230.

¹¹⁵ On the slaves’ debts, see Cohen 2013 and Dimopoulou-Piliouni 2013.

¹¹⁶ Cf. Kamen 2014: 284: “On *πρᾶσις ἐπ’ ἐλευθερίᾳ*, see ... Zelnick-Abramovitz (2005) 81–2, 96, 218 (she calls it *πρᾶσις ἐπὶ λύσει*, ‘sale for the purpose of release,’ but since this phrase is not found in any securely identified manumissions, I prefer to use the better-attested phrase *πρᾶσις ἐπ’ ἐλευθερίᾳ*).” Reference to such is not rare, e.g. Rädle 1970: 613, but the phrase, so far as I can tell, is a modern invention. The nearest parallel I find is a single Delphic sale that states that the god purchased the slave (*SGDI* II 2116.4–5): *ἐπρίατο ὁ Ἀπόλλων ὁ Πύθιος παρὰ Σωσιβίου Ἀμφισσέος ἐπ’ ἐλευθερίαι | σῶ[μα] γυναικεῖον ἃ ὄνομα Νίκαια τὸ γένος Ῥωμαίαν, τιμᾶς ἀργυρίου*.

¹¹⁷ On the case in general and its relation to Athenian contract law Phillips 2009.

¹¹⁸ Kamen 2014: 302.

¹¹⁹ Dimopoulou-Piliouni 2008 argues that freed slaves at Athens were not automatically metics, but automatically *xenoi*. It seems safe to say that a freed slave was a non-citizen and, therefore, either a metic if s/he remained long enough to be liable to registration or a non-metic alien if s/he did not. Harpocration’s observation that freed slaves also paid the *metoikion* can only mean that freed slaves who remained in Athens and became metics paid the *metoikion*; Harp. s.v. Μετοίκιον: ὅτι δὲ καὶ οἱ δοῦλοι ἀφεθέντες ὑπὸ τῶν δεσποτῶν ἐτέλουν τὸ μετοίκιον ἄλλοι τε τῶν κωμικῶν δεδηλώκασιν καὶ Ἀριστομένης. See Whitehead 1977: 16–17..

¹²⁰ Suda s.v. Ἀποστασίου: Ἀπροστασίου δέ· τῶν μετοίκων ἕκαστος προστάτην ἔχουσι κατὰ νόμον ἓνα τῶν ἀστῶν, καὶ δι’ αὐτοῦ τό τε μετοίκιον τίθεται κατὰ ἔτος καὶ τὰ ἄλλα διοικεῖται. ὅταν οὖν τις δοκῶν εἶναι μέτοικος προστάτην μὴ ἔχη ἢ μὴ δῶ τὸ μετοίκιον ἢ ἀστὸς

εἶναι φάσκη παρεγγεγραμμένος εἰς τὴν πολιτείαν, ὁ βουλόμενος δίκην εἰσάγει πρὸς αὐτὸν, ἥτις λέγεται ἀπροστασίου. Harp. Ἀπροστασίου: εἶδος δίκης κατὰ τῶν προστάτην μὴ νεμόντων μετοίκων· ἥρεϊτο γὰρ ἕκαστος ἑαυτῷ τῶν πολιτῶν τινὰ προστησόμενον περὶ πάντων τῶν ἰδίων καὶ τῶν κοινῶν. Ὑπερείδης ἐν τῷ κατ' Ἀρισταγόρας ἀπροστασίου β'. Harp. s.v. Διαμαρτυρία καὶ διαμαρτυρεῖν: Ὑπερείδης δ' ἐν τῷ κατ' Ἀρισταγόρας ἀπροστασίου β' φησὶν ὡς οἱ νόμοι κελεύουσι διαμαρτυρεῖν ἐπὶ ταῖς γραφαῖς ταῖς τοῦ ἀπροστασίου τὸν βουλόμενον ὁμοίως τῶν ξένων καὶ τῶν ἐπιχωρίων. μήποτ' οὖν ἐν μὲν ταῖς τοῦ ἀπροστασίου δίκαις κεκώλυνται διαμαρτυρεῖν οἱ ξένοι, ἐν δὲ ταῖς τοῦ ἀπροστασίου οὐ κεκώλυνται. Suda s.v. ἀπόστασις: Ἀπροστασίου δέ· τῶν μετοίκων ἕκαστος προστάτην ἔχουσι κατὰ νόμον ἓνα τῶν ἀστῶν, καὶ δι' αὐτοῦ τό τε μετοίκιον τίθεται κατὰ ἔτος καὶ τὰ ἄλλα διοικεῖται. ὅταν οὖν τις δοκῶν εἶναι μέτοικος προστάτην μὴ ἔχῃ ἢ μὴ δῶ τὸ μετοίκιον ἢ ἀστὸς εἶναι φάσκη παρεγγεγραμμένος εἰς τὴν πολιτείαν, ὁ βουλόμενος δίκην εἰσάγει πρὸς αὐτὸν, ἥτις λέγεται ἀπροστασίου. Suda s.v. Ἀπροστασίου: εἶδος ἐστὶ δίκης κατὰ τῶν μὴ νεμόντων προστατεῖν ἔνοικον. καὶ γὰρ ἕκαστος αὐτῶν ἡρνεῖτό (*sic*) τινὰ τῶν πολιτῶν τὸν προστησόμενον αὐτῷ περὶ πάντων τῶν ἰδίων καὶ τῶν κοινῶν. The sources are a mess, but Meyer 2010: 43–47 is clear.

¹²¹ Kamen 2013: 39, notes that Harpocration tells us “that if conditionally freed slaves in Athens did not perform their remaining obligations, they faced the possibility of a lawsuit, the *dikē apostasiou*”; but this applied to all freed slaves, not just “conditionally freed slaves”

¹²² Finley 1981: 141.

¹²³ Harp. s.v. Ἀπροστασίου: εἶδος δίκης κατὰ τῶν προστάτην μὴ νεμόντων μετοίκων· ἥρεϊτο γὰρ ἕκαστος ἑαυτῷ τῶν πολιτῶν τινὰ προστησόμενον περὶ πάντων τῶν ἰδίων καὶ τῶν κοινῶν.

¹²⁴ Meyer 2010: 24–25n59.

¹²⁵ It is sometimes thought that the freedman's liability to the three-obol payment to the *telones* differentiated him from other metics; Harp. s.v. Μετόικιον: Μένανδρος δ' ἐν Ἀνατιθεμένη καὶ ἐν Διδύμαις πρὸς ταῖς ἰβ' δραχμαῖς καὶ τριώβολόν φησι τούτους τελεῖν, ἴσως τῷ τελώνῃ. But if Pollux and Hsychius, however, thought that payment of the *metoikion* included the additional three-obol fee. Pollux 3.55: μέτοικος ὁ τὸ μετοίκιον συντελών· τοῦτο δ' ἦν ἰβ' τῷ δημοσίῳ δραχμαὶ καὶ τῷ γραμματεῖ τριώβολον. Hsychius s.v. μετοίκιον: τέλος οὕτως ἐκαλεῖτο, ὃ ἐτίθεσαν [ἐν] τῇ πόλει, δραχμὰς δώδεκα· τῷ δὲ τελώνῃ τριώβολον. Dimoroulou-Piliouni 2008: 35 concludes

“that *apeleutheroi* are often referred to as a distinct social group, thus challenging the frequent assumption that manumitted slaves automatically enrolled among metics.” But coherence as a social group had no necessary bearing on legal status.

¹²⁶ Zelnick-Abramovitz 2005: 253–254 suggests that at Athens a metic manumittor may have been required to transfer the right to another citizen. Harrison 1998: I 185 n.3, wisely: “It is a plausible guess, though no more, that in such cases [sc. where a manumittor was a metic] the *προστάτης* of the manumittor became *προστάτης* of the freedman as well.”

¹²⁷ Whitehead 2000: 289, shrewdly notes that ἀπολύσαι μοι does not indicate “release to me,” but “that the speaker will be an indirect beneficiary of the transaction.”

¹²⁸ Epikrates seems to claim that Athenogenes will falsely assert that he had urged Epikrates to “leave Midas with him and not purchase him, but that [Epikrates] refused, and wanted to buy all of them” (Hyp. 3.23 [col.xi]: τὸν δὲ Μίδαν κελεύσ[α]ς ἔαν αὐτῷ καὶ μὴ ὦνεῖσθαι, ἐμὲ δ’ οὐκ ἐθέλιν, ἀλλὰ βούλεσθαι πάντας πρίσθαι). Does this mean that Athenogenes urged him not to take Midas at all? Or that he offered to free Midas, retain him under his own *prostasia*? In another—mutilated—passage Epikrates indicates that Athenogenes was unwilling to release (Hyp. 3.27 [col.xiii]): καὶ τὸν μὲν Μίδαν τὸν πολ.....ξαι, ὃν ἄκων φησὶν ἀ[πο]λύσαι, τοῦτ[ον] λα]βεῖν. But it is impossible to tell whether he thought this a ruse or real. Epikrates claims also that Athenogenes “sent the boy to me, saying that he would not be with me if I would not have his father and brother released” (Hyp. 3.24 [col.xi]): ἔ|πε]μπέ μοι λέγοντα, ὅτι οὐκ [ἂν συ]νείη μ[οι, | εἰ μὴ λ]ύσομαι αὐτοῦ τὸν πα[τέ]ρα καὶ τὸν [ἀ|δελφ]όν. But not much is clear here. The papyrus reads]νειμι[; moreover, traces better suit λ]ύσομαι than ὦν]ῶμαι; we expect ἀπολύσομαι rather than λύσομαι, but in that case εἰ μὴ would not fit. Space might accommodate εἰ ἀπολύσομαι, in which case the slave would seem to have said that he would not be with Epikrates if Epikrates did have the slave’s father and brother freed. Since we cannot reconstruct Athenogenes’ tactics we cannot tell whether this is any less plausible than the text as reconstructed.

¹²⁹ Similarly, [Plut.] *X Orat.* 849d: ἐγένετο δὲ καὶ πρὸς τὰ ἀφροδίσια καταφερέης, ὥς ἐκβαλεῖν μὲν τὸν υἱὸν εἰσαγαγεῖν δὲ Μυρρίνην τὴν πολυτελεστάτην ἐταίραν, ἐν Πειραιεῖ δ’ ἔχειν Ἀρισταγόραν, ἐν Ἐλευσίνι δ’ ἐν τοῖς ἰδίῳις κτήμασι Φίλαν τὴν Θηβαίαν, εἴκοσι μνῶν λυτρωσάμενος.

¹³⁰ Kamen 2014: 300: “Did Hypereides *first* purchase and *then* free her, or did he have her freed through a fictive purchase? Of course, both of these options were viable ways of freeing a slave, as we saw in Hyperides 3.5–6 (discussed above). In the case of Phila’s manumission, the fictiveness of the purchase may be supported by Plutarch’s report that Hypereides ransomed Phila for 20 *mnas* (λυτρωσάμενος) (Plut. *Mor.* 849D).”

¹³¹ Harp. Ἀπροστασίου: εἶδος δίκης κατὰ τῶν προστάτην μὴ νεμόντων μετοίκων· ἡρεῖτο γὰρ ἕκαστος ἑαυτῷ τῶν πολιτῶν τινὰ προστησόμενον περὶ πάντων τῶν ἰδίων καὶ τῶν κοινῶν. Ὑπερείδης ἐν τῷ κατ’ Ἀρισταγόρας ἀπροστασίου β’: “a type of case against metics who do not register a *prostates*. For each (metic) used to choose for himself one of the citizens to be his *prostates* concerning all private and public matters. Hyperides, in his second speech against Aristagora for *aprostasiou*” (sc. offers an example). We do not know when the case occurred in relation to his use of her, or what its outcome was. If she lost, she would have been sold into slavery. Did he buy her after the case? Or was Hypereides keeping her in Peiraieus before the suit, under a contract? If so, as a free woman or a slave? We know little, but what we can infer is that Hyperides had personal experience with the full range of mechanisms by which a free male acquired the sexual services of both free and slave, and knew well how to sue for both *apostasiou* and *aprostasiou*.

¹³² Kapparis 1999: 228: “An emotional relationship had developed between Neaira and the two men while they were living together, and they wished to give her a good chance for her future life.” Recall the ‘free’ sales at Delphi.

¹³³ [Dem.] 59.30–32, quote at 31–32: καταθεῖναι αὐτῆς τῷ τε Εὐκράτει καὶ τῷ Τιμανορίδᾳ ὥστε ἐλευθέραν εἶναι. Kamen 293 translates “so that she would be free.” But ὥστε, like ἐπὶ τῷ, stipulated a condition. Neaira was not voicing an actual result! The same use appears Delphic sales: e.g. *FD* III.3 16.4–5: καθὼς διεπίστευσε Σώστρατος τῷ Ἀπόλλωνι τὰν ὦνάν, | ὥστε ἐλεύθερον εἶμεν καὶ ἀνέφαπτον τὸν πάντα βίον; III.3 30.3–4: καθὼς ἐπίστευσε Εὐπορία τῷ θεῷ τὰν ὦνάν, | ὥστε ἐλευθέραν καὶ ἀνέφαπτον εἶμεν τὸν πάντα χρόνον.

¹³⁴ [Dem.] 59.32: κατατίθῃσιν αὐτῆς τὰς εἴκοσι μνᾶς τῷ Εὐκράτει καὶ τῷ Τιμανορίδᾳ ἐπ’ ἐλευθερίᾳ καὶ ἐφ’ ᾧ ἐν Κορίνθῳ μὴ ἐργάζεσθαι.

¹³⁵ The very common English phrase, notwithstanding, Greeks, so far as I can determine, did not speak of “buying freedom.” Freedom was granted, protected, conferred, etc. but not bought and sold.

Apollodoros uses technical language to describe their purchase of Neaira in the first place: [Dem.] 59.29: κατατιθέασιν αὐτῆς τιμὴν τριάκοντα μνᾶς τοῦ σώματος τῇ Νικαρέτῃ, καὶ ὠνοῦνται αὐτὴν παρ' αὐτῆς νόμῳ πόλεως καθάπαξ αὐτῶν δούλην εἶναι. They paid, and purchased in accordance with civic law, and she became their slave once and for all. But as Apollodoros frames their offer to her, the language of sale does not appear (59.30): ἀλλ' ἡδέως ἂν αὐτοῖς εἴη ἔλαττον τε τὰργύριον κομίσασθαι παρ' αὐτῆς ἢ κατέθεσαν, καὶ αὐτὴν ταύτην ὁρᾶν τι ἀγαθὸν ἔχουσιν. ἀφιέναι οὖν αὐτῇ ἔφασαν εἰς ἐλευθερίαν χιλίας δραχμάς, πεντακοσίας ἑκάτερος· τὰς δ' εἴκοσι μνᾶς ἐκέλευον αὐτὴν ἐξευροῦσαν αὐτοῖς ἀποδοῦναι. They would be happy to “receive” from her less money than they “paid;” they bid her “render.”

¹³⁶ [Dem.] 59.40, 45–47. Kapparis 1999: 233: In Neaira’s case the only condition of her manumission was what sounds like the opposite of a paramone-condition. In fact, she had to stay away from her former masters, leave Corinth and never work there again as a prostitute.“

¹³⁷ If Apollodoros is right that Phrynion seized her as a slave, then Neaira must not have registered Phrynion as her *prostates*; she will have omitted this only if (a) she had been a slave and so unrequired or (b) in violation of the requirement to register as a metic. Maybe Phrynion tried to seize her as a slave so as to avoid revelation that he was living with an unregistered metic, which some might take to imply passing her off as a citizen.

¹³⁸ Zelnick-Abramovitz 2005: 244.

¹³⁹ Zelnick-Abramovitz 2005: 221; 96: “because Phrynion was the chief contributor and organizer of the loan fund, she remained in his possession even after her manumission.”

¹⁴⁰ Kapparis 1999: 231–232: “If any financial conditions had been attached,” that is, a requirement to repay, “Apollodoros surely would not have failed to mention them later on, when he narrates the legal battle of Neaira with Phrynion, the main contributor.”

¹⁴¹ Zelnick-Abramovitz 2005: 223.

¹⁴² Recall *SGDI* II 1984, above, where Aristodamos sold Gorgo and her son Nikoboulos. Mother was to be freed directly after and son only after having remained for two years. It is hard to see what the logic of such formal differentiation could have been if both were bound by the same requirement anyway.

¹⁴³ [Dem.] 59.46: τὴν μὲν ἄνθρωπον ἐλευθέραν εἶναι καὶ αὐτὴν αὐτῆς κυρίαν.

¹⁴⁴ See Epikrates' claim against Athenogenes (Hyp. 3.7 [col.iii]): ἦν δὲ ὧ ἄνδρες δικασ[τ]αὶ ὡς ἔοι[κ]εν ἐνταῦθα ἡ ἐπιβουλὴ καὶ τὸ πλᾶσμα τ[ὸ] μέγα. εἰ μὲν γὰρ[ρ] ἐπ' ἐλευθερίαι καταβάλ[λ]οιμι αὐτῶν τὸ ἀργύριον, τοῦτο μόνον ἀπ[ώ]λλυον ὁ δοίην αὐτῶι, ἀ[λλ'] οὐδὲν δεινὸν ἔπασχον· εἰ δὲ πριαίμην ὧ νῆι καὶ πράσει, ὁμολογήσας αὐτῶι τὰ χρέα ἀναδέξασθαι, ὡς οὐθενὸς ἄξια ὄντα, δ[ιὰ] τὸ μὴ π[ρ]οιδέναι, ἐπάξιν [μ]οι ἔμελλεν ὕστερον τοὺς χρ[ησ]τὰς καὶ τοὺς πληρωτὰς τῶν ἐράνων, ἐν ὁμολογίαι λαβών· ὅπερ ἐποίησεν. (There, gentlemen of the jury, it seems, was the plot and the great con. For if I should put down the money for them I would be losing only that which I had given him, but would be suffering no other hardship. But if I should buy them 'by purchase and sale,' having agreed with him to take on the debts, on grounds that they were worth nothing, owing to my lack of foreknowledge, he was intending later to set his creditors and *eranos* contributors, seizing me in [the?] agreement [or perhaps, 'interpreting the agreement thus']. Which is precisely what he did.).

¹⁴⁵ Zelnick-Abramovitz 2005: 244.

¹⁴⁶ Not cited as a parallel by Zelnick-Abramovitz 2005 or Kamen 2014.

¹⁴⁷ Harrison 1998: I 185.

¹⁴⁸ [Dem.] 59.45: Λαχόντος τοίνυν αὐτῷ τοῦ Φρυνίωνος δίκην, ὅτι αὐτοῦ ἀφείλετο Νέαιραν ταυτηνὴ εἰς ἐλευθερίαν, καὶ ὅτι, ἃ ἐξηλθεν ἔχουσα παρ' αὐτοῦ αὕτη, ὑπεδέξατο.

¹⁴⁹ Harrison 1998: I 178–180.

¹⁵⁰ And not the only one surrounding Athenian freedmen. A series of fragmentary *stelai* found on or around the Athenian Acropolis and dating to the Lycurgan period, record some 400 dedications of *phialai*, all weighing 100 drachmas, all offered on acquittal of named individuals on unknown charges brought by other named individuals. The texts are genuinely difficult, badly fragmentary, brutally laconic. Building on a succession of ingenious hypotheses, starting with Wilamowitz in 1887, scholars came fairly quickly to agree that these dedications were part of an elaborate legal fiction. In order to affect a clean manumission without any special dependency between manumitted and manumittor, it was thought, slaveowners pretended to bring a *dike apostasiou* against their manumitted slaves, who pretended to win, with the result that they became fully free. And in thanks, each slave, upon such full and complete manumission dedicated a *phiale*. It's a neat story and went essentially unchallenged for generations. But Meyer 2009 has now argued, and in my view demonstrated, that reality was much simpler than the elaborate charade of fictive litigation that scholars have conjured. She argues that the

inscriptions have nothing to do with freedmen. Rather, they are inventories of dedications offered to Zeus Eleutherios as tithes on fines paid upon failure to convict metics for *aprostasiou*, brought under allegations of failure to register a *prostates* or pay *metoikion*. The argument is simple, elegant, and answers most of the pressing questions and conflicts left by the consensus view.

¹⁵¹ Adams 1964; Samuel 1965: 297–306, including analogous contracted forms of subordination. But see *CPR* XVIII 18, from the third century BC.

¹⁵² Harpocration s.v. Ἀπεργασάμενος: ἀντὶ τοῦ ἀποδοῦς ἐκ τῶν ἔργων ὧν εἰργάσατο Ἰσαῖος ἐν τῷ πρὸς Ἀπολλόδωρον. *Men. Heros* 18–36, 36: τὸ χρέος ἀπεργαζόμενος. Harris 2006: 256–258.

¹⁵³ *Men. Heros* 20: [Γετ] δούλη ὅστιν; [Δα] οὕτως, ἡσυχῇ, τρόπον τινά.

¹⁵⁴ Simply free: *Tit. Cal.* 203.2–4: [ἀφέθη ἐλεύθ]ερος Νικίας ὑπὸ | [— —]ας καὶ Δαμινέ | [του τῶν Ἡρ]ακλίου; manumittor’s freedwoman: 170.2–4: Μηνόδοτος Ἀσφαλέους ἠλευθέρωσεν τὴν | ἰδίαν ἀμμὴν Ζωσίμην, ἐφ’ ᾧ τε ἔσται [ἀπε] | λευθέρα αὐτοῦ {του} μόνου; no one’s freedman: 205.1–4: ἀφιᾶσιν Θεωδωρίς, Φιλόστρα | τος, Πραξιτέλης, Χαρμοεῖκα, Φιλό | στρατος νεώτερος) Δάμαν ἐλεύθερον καὶ | μηδενὸς ἀπελεύθερον.

¹⁵⁵ *Tit. Cal.* 158. 12–14: ἐφ’ ᾧ θρέψι αὐτῇ θρ[έ] | μα ἄρσεν διετὲς | καὶ παραδώσι, 160, 165, 176b (or else pay reparation).

¹⁵⁶ In accordance with the freedman laws: *Tit. Cal.* 167.1–3: Ζώπυρος | Γιλλίωνος ἠλευθέρωσεν τὸν ἴδιον θρεπτὸν Εὐδοκὸν κατὰ | τοὺς ἀπελευθερωτικούς νόμους, 169, 176b, 181, 189, 190, 196b; released from the same: 201.

¹⁵⁷ *Tit. Cal.* 152, 153, 154, 156, 157, 159, 161, 163, 164, 166, 178, 187, 199, 200. The aorist ἀφέθη declares the transaction initiated, but not fully executed; manumission is promised, pending performance of *paramone*; as elsewhere (*IG* V.2 274.22–25): ἀφ’ ἧκεν ἐλεύθερον παραμ | εῖναντα, (*I. Bouthrotos* 168.6–12): ἀφῆκε ἐλευ | θέρας ... παραμ | εῖναςας ἄχρι οὗ κα ζῶι | Λυσώ. So also at Delphi the sale is declared with the aorist, ἀπέδοτο, although it is not fully executed until the conditions of service and manumission are met.

¹⁵⁸ *Tit. Cal.* 156.5–6: μετὰ δὲ τὴν μεταλλαγὴν αὐτῆς μηδενὶ | ἔστω ἀπελευθέρα, 157, 164, 187a.

¹⁵⁹ *Tit.Cal.* 156.3–4: ἐφ' ὃ θρέ[ψει | θρ]έμα διετὲς τῷ υἱῷ αὐτῆς Ἀπολλοφάνε[ι], 161, 163, 166, 187, 199, 200.

¹⁶⁰ E.g. *Tit.Cal.* 152, 153.8–10: ἐὰν] δὲ μὴ παραμίνῃ, | δώσ[ει] μὲν ἀναφορὰν | δη(νάρια) <ς>.

¹⁶¹ Sometimes ἐποίησε ἐλεύθεραν: 155, 191, 207; or ἀφίησι ἐλευθέραν: *Tit.Cal.* 193, 194

¹⁶² E.g. *Tit.Cal.* 172: ἐπὶ μο(νάρχου) Κλωδιανοῦ, | μηνὸς Ἀλσείου γ· Θε|οδότῃ Ἀντιόχου
ἡ|λευθέρωσεν τὴν ἰδί|αν θρεπτὴν Δημῶ, | ἐφ' ὥτε παραμενεῖ | τοῖς θρέψασιν τὸν τᾶς | ζωᾶς
χρόνον· μετὰ | δὲ τὸν θάνατον αὐ|τῆς οὐδενὸς ἔσται | ἀπελευθέρα; also 155, 168, 171, 173, 174,
175, 176a, 177, 179, 180, 183, 184, 188, 191, 192, 193, 194, 195, 196, 197, 198, 202, 206, 207.

¹⁶³ *Tit.Cal.* 155.4–5: ἐφ' ὃ θρέψει παιδάριον διετὲς ἄρ| [ρεν Φιλ]εῖνῳ, 171, 174, 175, 176a, 179,
183, 184, 188, 191, 194, 197.

¹⁶⁴ No one's freedwoman: *Tit.Cal.* 172.8–11: μετὰ | δὲ τὸν θάνατον αὐ|τῆς οὐδενὸς ἔσται |
ἀπελευθέρα, 176a, 192a; freedman of manumittor's children alone: *Tit.Cal.* 171.13–14: ἔσται δὲ
ἀπελεύθερος Δώρα καὶ Ὀνησί|μης μόνων, 177.

¹⁶⁵ *Tit.Cal.* 184.9–11: ἀπολελυμέ|νῃ τῶν ἀπελευθερω[τι] | κῶν δικαίων, 206(?).

¹⁶⁶ *Tit.Cal.* 195.1–4: ἀφέθη | [ἐλευθέρα] Νείκη ὑπὸ Ἀνδροκλέους τοῦ | [Ἡρακλείτου τοῦ
Καρ]πίωνος καὶ Ἡρακλείτου τοῦ | [Καρπίωνος, vacat ἐφ'] ὃ παραμενεῖ.

¹⁶⁷ *Tit.Cal.* 155.2–11: Φιλεῖνος | Θευφίλου ἐποίη|σε Τύχην ἐλευθέ|ραν, ἐφ' ὃ θρέψει
παιδάριον διετὲς ἄρ| [ρεν Φιλ]εῖνῳ, καὶ παραμενεῖ Φιλεῖνῳ | [Θε]υφίλου καὶ τῇ θρεψάσῃ
Καλλιστράτῃ | τᾶ[ι Θ]ευφάμου τοῦ Πίστωνος, ἐφ' ὧ παρα|μενε[ῖ κ]αὶ . . μὴ {ι}
ἀχαριστή{ι}σ<ε>ι αὐτοῖς· | ποιήσει δὲ πάντα τὰ προστασσόμενα, ὅ|σα καὶ δουλεύουσα ἐποίει
ἄχρι ζωᾶς αὐ|τῶν.

¹⁶⁸ *Tit.Cal.* 201.2–3: [ῆ]λευθέρωσεν τὰ ἴδια θρεμμάτια Ἀλίειαν καὶ Πρωτίωνα καὶ |
[ἀ]πέλυσεν τῶν ἀπελευθερωτικῶν δικαίων.

¹⁶⁹ *Tit.Cal.* 205.1–4: ἀφίᾳσιν Θευδωρίς, Φιλόστρα|τος, Πραξιτέλης, Χαρμοनीκα,
Φιλό|στρατος νε(ώτερος) Δάμαν ἐλεύθερον καὶ | μηδενὸς ἀπελεύθερον.

¹⁷⁰ *Tit.Cal.* p.169–180; Babakos 1964 and 1966 thought that the freedmen laws governing
manumission at Kalymna and in Thessaly provided for *paramone* as a default effect of manumission.

Zelnick-Abramovitz 2005: 303, urges that the operative laws at Kalymna were likely as vague as those at Athens. On manumission in Thessaly see Zelnick-Abramovitz 2013.

¹⁷¹ E.g. *Tit. Cal.* 155, 171, 175, 176, 183, 184, 188, 191, 194, 197.

¹⁷² *Tit. Cal.* 158, quoted above.

¹⁷³ *Tit. Cal.* 168.2–4: ἡλευθέρωσεν παιδίον Ἀγαθόποδα ἀπολελυμένον Δ | τῶν
ἀπελ[ε]υθερωτικῶν δικαίων· παραμενεῖ δὲ τῇ φύσει μη|τρί Ἀκτῇ τὸν τᾶς ζωᾶς αὐτῆς χρόνον,
ἢ ἀποδώσει αὐτῇ δην(άρια) τ.

¹⁷⁴ *Tit. Cal.* 171.1–14: Ἐπί|χαρις Ζωΐλου ἡλευθέρωσεν τὸν ἴδι|ον θρεπτὸν Ἰσίδοτον ἐφ’ ὥτε
παρα|μενεῖ αὐτῇ καὶ τῷ ἀνδρὶ αὐτῆς Νεικη|φόρῳ τὸν τᾶς ζωᾶς χρόν(ον)· μετὰ δὲ τὴν |
τελευτὴν αὐτῶν θρέψει τοῖς τέκνοις | αὐτῆς Δωράδι καὶ Ὀνησίμῃ ἐκάστῳ | θρεμμάτιον
ἄρρεν, ἢ δώσει ἀνα(φορὰν) | δην(άρια) ν· καρπώσει δὲ καὶ τοῖς κατοι|χομένοις τέκνοις μου
Νεικηφό|ρῳ καὶ Σωγένοι μετὰ τὸν θάνατόν | μου γ τοῦ ἐνιαυτοῦ, ὥς ἂν δύνηται· | ἔσται δὲ
ἀπελεύθερος Δώρα καὶ Ὀνησί|μης μόνων.